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CREEKVIEW REALTY

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RESIDENTIAL REAL ESTATE LISTING AGREEMENT Exclusive Right to Lease - Limited Service

Landlord(s): _____ Day Ph: _____
Address: _____ Eve Ph: _____
City, State, Zip _____ Cell Ph: _____
Email: _____ Fax: _____

1) Landlord appoints Creekview Realty (hereinafter referred to as "Broker") as sole and exclusive agent with exclusive right to lease property identified below and list in the Multiple Listing Service (MLS) and Realtor.com.

2) Property Address _____
City _____ County: _____ State: _____ Zip: _____

3) Listing Price:
Landlord instructs Broker to market the Property for the monthly price of \$ _____ (listing price) for a lease term of not less than _____ months and not more than _____ months.

4) Listing Term:
This listing begins on _____ and ends at 11:59 pm, 6 months thereafter on the same number day of the month. If that number day does not exist (i.e. February 30), then listing ends the last day of that month.
Landlord may cancel this listing at any time upon written notice; however, all Broker's fees are non-refundable.

5) Broker's Fee (please select one)

\$495 Flat Fee Lease Listing. Broker will provide MLS listing, authorize other Realtors to show property to buyers, forward all inquiries and offers to landlord, and give consent to Buyer's Agents to communicate with Landlord. Contract negotiations with Buyer's Agents and document preparation are available for an additional fee.

Above fee is considered earned by broker regardless of who ultimately procures a tenant for the property, and is payable upon execution of this agreement. In addition, Landlord agrees to pay _____% of one month's rent to any agent, including Broker, who procures a tenant who closes a transaction for the rent of the property for the list price or any other price acceptable to landlord. Landlord is aware that all commission rates are negotiable with listing agent prior to property being entered in MLS.

6) Access to Property and Landlord contact information in MLS

___ Broker will supply an electronic memory key box for the property (where available). Key box is the property of Broker, and landlord agrees to return key box to Broker prior to closing.

___ Landlord will place a combination key box on the property. Key box combination is _____

___ Landlord does not want to use a key box.

Showing instructions:

___ Show any time - no appt required; "courtesy call" to inform Landlord of showing (requires key box).

___ By confirmed appointment only with Landlord.

Contact telephone number(s):

For agents to call for showings when NOT using CSS (maximum one): _____

For CSS (where available) to contact to inform of showings: _____

For all agent questions, disclosures, offers, etc: _____

Initialed for Identification by _____ Broker/Associate and _____, _____ Landlord Page 1 of 3

7) Multiple Listing Service (MLS) Rules and Regulations

Broker is licensed by the State of Texas, and is a member of MLS, and subject to MLS rules, regulations, and information reporting requirements as well as subject to serious penalties for noncompliance. Landlord agrees to assist Broker in complying with all such rules, regulations, and reporting requirements by:

- a) Notifying Broker within 24 hours, regardless of weekends, Sundays and Holidays, upon entering into a contract for lease of the property, and upon closing the transaction. Notification by email is recommended to give Landlord a record that Broker was notified.
- b) Entering Broker's name as Listing Agent on any contract and all applicable paperwork submitted to the title company or escrow agent, whether or not Broker is due a commission.
- c) Faxing Broker a complete copy of any contract entered into with a buyer within 24 hours, which includes the name and telephone number of the agent representing the buyer, the name and telephone number of the title company selected to handle the closing, the date the contract was entered into, and the anticipated closing date.
- d) Supplying Broker with a copy of the HUD-1 Settlement Statement from the title company within 24 hours after closing.

Landlord hereby authorizes the title company handling the closing of the property to provide Listing Agent and/or Broker a complete copy of the HUD-1 Settlement Statement upon closing.

Landlord agrees to pay all MLS penalties, fines, and any other costs that Broker may incur as a result of Landlord's noncompliance with this paragraph, including but not limited to, a fine of \$50 per day that information is not reported within MLS deadlines, plus \$50 to \$100 per violation. Notwithstanding when any fine is actually imposed by MLS as a result of Landlord's noncompliance, Landlord agrees to pay Broker a minimum of \$50 per day beginning with the 3rd calendar day after a contract is entered into or closed, but not reported to Broker.

8) Agency Relationship and Intermediary Status

Broker will exclusively represent Landlord in the lease of the Property. However, Landlord desires Broker to show the Property to interested prospective tenants that Broker represents. If a prospective tenant that Broker represents wishes to lease the Property, Landlord authorizes Broker to act as an intermediary with no appointments. Broker will not appoint specific associates to either Landlord or the prospective tenant. Any associate(s) servicing the parties will act solely as Broker's intermediary representative(s). The associate(s) may facilitate the transaction for the parties but will not render opinions or advice during negotiations to either party.

NOTICE: If broker acts as an intermediary under this paragraph, Broker and any of Broker's associates:

- shall comply with the Real Estate License Act
- shall treat all parties to the transaction honestly; and
- may not disclose any confidential information or any information Landlord or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- may not disclose to Landlord that the prospective tenant will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a separate writing by prospective tenant;
- may not disclose to the prospective tenant that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord

If Landlord does not wish Broker to show the Property to prospective tenants that Broker represents, Landlord shall notify broker as such in writing.

9) Landlord representations

- Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- Landlord is not bound by a listing agreement with another broker for the sale, exchange or lease of the Property that is or will be in effect during this Listing;
- no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement
- there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- the Property is not subject to the jurisdiction of any court
- all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord's knowledge.
- complete any disclosures or notices required by law or a contract to lease the Property;

In addition, Landlord promises to:

- amend any applicable notices and disclosures if any material change occurs during this Listing
- not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during this Listing.
- when not using a showing service, and receiving calls from agents to schedule showings, Landlord agrees to make best effort to answer all calls directly. If calls cannot be answered directly, calls shall be answered by voicemail/answering device. Landlord agrees to return all calls within 2 hours. Any outgoing messages on Landlord's voicemail/answering device shall be professional

10) Limitation of Liability

Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including any damage or loss associated with the use of a key box

Landlord agrees to indemnify, defend, and hold Broker harmless from any damages, costs, attorneys' fees, and expenses that are caused by Landlord's failure to disclose any material or relevant information about the Property, and by Landlord providing incorrect information to Broker, other brokers, or prospective tenants.

11) Miscellaneous Provisions

Default: If Landlord is in default of any section of this agreement, Broker may cancel this listing and Landlord will not be entitled to a refund.

Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

Attorneys' Fees: If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement

Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing

12) ADDENDA AND OTHER DOCUMENTS:

Addenda that are part of this Listing and other documents that Landlord may need to provide are:

Broker cannot give legal advice. Read this listing carefully. If you do not understand the effect of this Listing, consult an attorney before signing.

By: _____
John Prell, Broker Lic. #0493630

Landlord Signature Date

Print Name _____

Landlord Signature Date

Print Name _____

How did you find out about Creekview Realty? _____