



## EXCLUSIVE RIGHT TO LEASE LISTING CONTRACT

**PARTIES AND PROPERTY**

I/We Owner(s) \_\_\_\_\_, give You  
 (BROKER) William Raveis Real Estate, Inc. the EXCLUSIVE RIGHT TO LEASE OR TO LEASE WITH THE OPTION TO BUY  
 My/Our real property located at (Listed Property) \_\_\_\_\_, Connecticut.

**RENT AND TERM**

The rent shall be at least \$ \_\_\_\_\_ per \_\_\_\_\_.  
 The Tenant shall pay the following in addition to rent: **(Please Check Applicable Boxes)**  
 Taxes  Insurance  Heat  Electricity  Gas  Water  Telephone  Other: \_\_\_\_\_  
 The term of the lease shall be at least \_\_\_\_\_, but not more than \_\_\_\_\_.

**LISTED PRICE**

The listed price for sale shall be (Listed Price) \$ \_\_\_\_\_ **(If applicable).**

**OWNER(S) AND BROKER'S AGREEMENTS**

The parties agree that:

1. This Contract will go into effect on \_\_\_\_\_, \_\_\_\_\_, and will remain effective through and including \_\_\_\_\_.
2. I/We will refer all inquires or offers concerning the LISTED PROPERTY to You.
3. You may place a "for rent" sign on the LISTED PROPERTY.
4. You May / May Not **(please circle one)** install a LOCKBOX on the LISTED PROPERTY. I/We understand that BROKER members of any association of BROKER'S who purchase LOCKBOX keys may have access to this LOCKBOX.
5. You will use reasonable efforts to lease the LISTED PROPERTY.
6. I/We agree to provide complete, accurate information concerning the LISTED PROPERTY on the Multiple Listing Service(s) ("MLS" or "MLS' ") or other Listing fact sheet. You are authorized to submit the listed Property to the MLS' determined by us for publication to and by its participants. I/We agree to other Brokers displaying the property on their website(s) as part of the Internet Data Exchange program or otherwise. You may display the Property on your websites. I/We agree that neither the provider of the MLS' nor William Raveis Real Estate is responsible for errors or omissions appearing in the MLS'. I/We authorize us to provide timely notice of status changes of this Exclusive Right to Lease Listing Agreement.
7. I/We understand and agree that you may also be a tenant's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both Me/Us and the tenant. As a Dual Agent, you would owe Me/Us and the tenant a duty of fairness and honesty. If Dual Agency arises, you will promptly disclose all relevant information to Me/Us and provide Me/Us with any disclosures and consent agreements required by law for My/Our review and signature.

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

Landlord's / Seller's Initials: \_\_\_\_\_



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- a. Owner(s) enter into a lease of the LISTED PROPERTY on the terms specified in this Contract or on any other terms. In this case, Owner(s) will pay Broker a commission fee of \_\_\_\_\_% of the total rent to be paid by the tenant over the term of the lease. Owner(s) understand that if Owner(s) or anyone else secures tenant, then Broker is still due a full commission.
  - b. Owner(s) will also pay Broker a commission fee of \_\_\_\_\_% of the total rent over the term of any renewal and/or extension of the lease.
  - c. Owner(s) understand that "Tenant at Will" agreements will be treated as a one year lease.
  - d. Owner(s) will pay Broker the commission fee at the time the lease is signed by both parties. Broker may, at its discretion, deduct the commission fee from any monies collected from the tenant on behalf of the Owner(s).
  - e. If Owner(s) sell the LISTED PROPERTY, directly or indirectly, to the tenant at any time after the lease is signed and before \_\_\_\_\_ days after the termination of the lease or any extension of it, Owner(s) will pay Broker an additional commission fee of \_\_\_\_\_% of the sale price.
  - f. Owner(s), Broker or anyone else finds a tenant ready, willing and able to lease the LISTED PROPERTY on terms specified in this Contract, but Owner(s) do not accept the tenant's offer. In this case, Owner(s) will pay Broker a commission fee of \_\_\_\_\_% of the total rent to be paid under the terms of the lease offered by the tenant.
9. I/We authorize You to pay buyer brokers representing tenants or buyers a portion of any commission fee payable by Me/Us, and to any subagents, provided that I/We consent in writing to the sub-agency.
10. I/We have received a copy of this Contract.
11. I/We agree to pay any costs and attorney's fees, which you may incur to collect any monies due to you under this Contract.
12. You may enforce this Contract against Me/Us, or against My/Our heirs, administrators, executors and assigns.
13. Other Terms: \_\_\_\_\_
14. I/We understand that You as My/Our agent and any subagents have a legal obligation to disclose any material information that You know about the LISTED PROPERTY.
15. You are not responsible for the management, maintenance or upkeep of, or for any physical damage to, the Listed Property or its contents absent an agreement in writing stating otherwise, executed by both parties.
16. I/We understand that I/we are responsible for securing appropriate insurance coverage and determining the tax implications of leasing the LISTED PROPERTY.

**NOTICE OF STATEMENTS REQUIRED BY LAW:**

- 1. **This contract is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions, (C.G.S., Title 46a, Chapter 814c), as may be amended.**
- 2. **It is unlawful under federal and/or state law to discriminate on the basis of race, creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, lawful source of income, learning disability, mental retardation, familial status and mental or physical disability in the acquiring or disposition of real property.**
- 3. **THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.**

**OTHER STATEMENTS**

I/We understand that if I/We SELL the LISTED PROPERTY I/We must give prospective buyers a fully completed Residential Property Condition Disclosure Report. I/We must give the Report to buyers before they execute a written offer to buy the LISTED PROPERTY. Otherwise, I/We must credit the buyers \$300.00 at closing. (Conn. Public Act No. 95-311.)

Broker has given Owner(s) a blank Residential Property Condition Disclosure Report.

Landlord's / Seller's Initials: \_\_\_\_\_



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I/We understand that, in order to best service My/Our real estate needs, William Raveis Real Estate, Inc. will offer to Me/Us other products and services provided by its affiliate companies.

You/We agree that this Contract may be transmitted between Us by facsimile machine. You/We intend that a faxed Contract containing either the original and/or copies of the signature of all parties shall constitute a binding Contract.

**NOTICE: FEDERAL LAW REQUIRES THAT OWNER OR LANDLORD OF A DWELLING TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS TO PURCHASERS AND TENANTS AND TO FURNISH PURCHASERS AND TENANTS WITH ANY RECORDS OR REPORTS CONCERNING LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS.**

### INFORMATION ABOUT FEDERAL LEAD LAWS

Federal regulations governing lead paint apply to a “target housing”, which with some exceptions means housing built before 1978. Unless an exception applies, if the LISTED PROPERTY was built before 1978, I/We must (i) give lessees and/or buyers the EPA brochure entitled “Protect Your Family From Lead In Your Home”, and (ii) give you (BROKER) and lessees and/or buyers all information I/We know concerning the presence of lead-based paint and lead-based paint hazards in the LISTED PROPERTY and copies of all records and reports available to Me/Us pertaining to this. To meet the timing requirement of the federal law, I/We must give these documents and information to the lessee or buyer before the lessee or buyer is obligated under a lease or purchase contract, (that is, before both the lessee or buyer and I/We have executed a lease or purchase contract). Failure to do so may result in substantial damages and/or penalties against Me/Us under federal law.

IF I SELL THE LISTED PROPERTY and it is “target housing” and no exceptions apply, I/We also understand that a contract to buy the LISTED PROPERTY must permit a buyer a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards in the LISTED PROPERTY before the buyer is obligated under the contract. I/We can mutually agree with the buyer in writing to a different time period. The buyer can also waive this right completely in writing.

I/We completed the lessor’s portion of the Disclosure of Information on Lead-Based Paint and Hazards pertaining to leases and the seller’s portion of the Disclosure pertaining to sales. I/We will receive a fully executed copy of each Disclosure and must keep it for 3 years after the closing.

I/We read and understand this section: All Landlord’s/Seller’s Initial \_\_\_\_\_ (Landlord/Seller must initial here)

I/We understand that potential serious health risks (including cancer, brain damage and acute illnesses such as eye, nose and throat irritation) are associated with lead substances, urea formaldehyde foam insulation (“UFFFI”), asbestos, radon and other environmentally hazardous conditions. Therefore, I/We must tell prospective lessees and buyers if I/We know that these conditions exist in the LISTED PROPERTY.

If I/We fail to disclose known material information about the LISTED PROPERTY – including the presence of environmentally hazardous conditions – I/We may be violating federal and/or Connecticut law. This can result in (i) rescission of any purchase agreement between Me/Us and a prospective buyer, (ii) an award of damages against Me/Us, as the lessor or seller, or any person responsible for disclosing the information, and/or (iii) statutory damages under federal laws on lead-based substances. This is in addition to any requirement to credit a buyer \$300.00 at closing if I/We have not given the buyer a Residential Property Disclosure Report.

Landlord’s / Seller’s Initials: \_\_\_\_\_

Further information about the environmentally hazardous conditions can be obtained from the Connecticut Department of Consumer Protection, 165 Capitol Avenue, Hartford, Connecticut 06115, the Connecticut Department of Health Services, 150 Washington



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Street, Hartford, Connecticut 06106, and the regional office of the U.S. Environmental Protection Agency, John F. Kennedy Federal Building, One Congress Street, Boston, Massachusetts 02203.

**BROKER:** William Raveis Real Estate, Inc.

By: Signature \_\_\_\_\_ (Authorized Representative) Date \_\_\_\_\_

No. & Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number: Home: ( ) Work: ( )

Email Address: \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ Date \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ Date \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ Date \_\_\_\_\_

No. & Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number: Home: ( ) Work: ( )

Email Address: \_\_\_\_\_