

Authorization and Exclusive Right To Rent or Lease Agreement

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1) **Exclusive Right to Rent or Lease:** Lessor hereby employs and grants _____ (name of brokerage company) hereinafter called "Broker", and Broker's designated Licensee _____ (Licensee) the sole, exclusive and irrevocable right commencing on _____ (date) and expiring at midnight on _____ (date) to rent or lease the real property situated in: _____ (city or area) _____ (zip), in the _____ Recording District, State of Alaska, described as: _____ (Address) _____ (Legal) (the Property).

Broker is a Subscriber of Alaska Multiple Listing Service, Inc. (AK MLS), a statewide marketing system in which Brokers share property data, thereby increasing the opportunity for rent or lease by consumers. Broker is REQUIRED to submit property data to AK MLS within three (3) business days of Lessor's signature on this agreement. Broker is not permitted to solicit or encourage Lessor to refuse to allow the Property data to be submitted to AK MLS.

Lessor hereby: (check one)

- a- authorizes Broker to commence with marketing, showing, and publication of the property data in the AK MLS database.
- b- authorizes Broker to delay marketing, showing, and publication of the property data in the AK MLS database until _____ (date). The purpose of the delay is to enable Lessor to _____.
- c- requests the Property data not be placed in the AK MLS database, but authorizes Broker to commence marketing and showing of the Property.

If option b or c is selected, Broker must submit a Non MLS Listing Notice to AK MLS in place of the Property data.

2) **Licensee Relationships:** Licensee will only represent the Lessor unless Lessor has executed the "Waiver of Right to be Represented" (WRTR). In the event the Licensee represents a Lessee interested in the Property, Lessor authorizes Licensee to act in the following capacity: (check one)

- a- Lessor has signed the **Alaska Real Estate Commission Consumer Pamphlet**, and has executed the WRTR (form attached) and hereby preauthorizes Licensee to act as a neutral licensee for both Lessor and any Lessee. Lessor authorizes the Licensee to show the Property to Lessees who are represented by the Licensee.
- b- Lessor has signed the **Alaska Real Estate Commission Consumer Pamphlet**, but has not executed the WRTR form and does not preauthorize the Licensee to act as a neutral licensee. Lessor understands that the Licensee **will not show** the Property to any Lessee who is represented by the Licensee.

3) **Terms of Lease:** The initial rental/lease amount shall be _____ Dollars (\$ _____) per month annually, payable in cash or other terms acceptable to Lessor. Broker is authorized to accept and hold deposits on behalf of Lessor and prospective Lessee.

- a- All changes in rental/lease amount must be authorized by Lessor in writing.
- b- Licensee may adjust rental/lease amount at Licensee's discretion but may not rent/lease for less than \$ _____ per month annually, unless authorized by Lessor in writing.

4) **Compensation to Broker:** Lessor agrees to compensate Broker, as designated below, irrespective of licensee relationships, if:

- a) Broker procures a Lessee under the terms of this Agreement or other terms acceptable to Lessor;
- b) The Property is rented or leased by the Lessor during the term of this Agreement or any extension hereof;
- c) The Property is rented or leased not later than _____ (date) ____ a.m. ____ p.m. after expiration or termination of this Agreement to anyone who was shown the Property through the marketing efforts of the Broker during the term of this Agreement, provided the Property is not rented or leased through another Subscriber of AK MLS; or
- d) Lessor agrees to compensate Broker as outlined below if the Property is withdrawn from lease, or if it is rented or leased without consent of Broker, or made unmarketable by Lessor's voluntary act during the term of this Agreement.

Compensation shall be as follows (choose one):

- a- A flat fee of \$ _____.
- b- _____% of the specified monthly rent.
- c- _____% of the gross rent over the term of the lease.
- d- Per attached fee schedule.

Lessor hereby understands that no responsibility or liability shall be assumed by Broker or Licensee for management, maintenance, cleaning or other problems with the property or any ongoing relationship with the Lessee.

If there is initial cleaning or maintenance to be performed, it can be supervised by the Broker or Licensee for an additional service fee.

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Regarding Property Described As:

Address: _____

Legal (the Property): _____



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1 Compensation and any additional fees may be deducted from funds received from the Lessee. The Lessor may be required to
2 advance funds before the Property is rented/leased. The following expenses will be the responsibility of the Lessor, and Les-
3 sor hereby authorizes the Broker to arrange for the following services at the Lessor's expense:

- 4 Additional Advertising (specify) _____ at a cost not to exceed \$ _____.
- 5 Cleaning Fee not to exceed \$ _____.
- 6 Repairs and Maintenance at a cost not to exceed \$ _____.
- 7 Service Fee (specify) _____ at a cost not to exceed \$ _____.
- 8 Commission not to exceed \$ _____.
- 9 Other _____.

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11 Advance Funds in the amount of \$ _____ to be applied to expenses are acknowledged and to be delivered to the Bro-
12 ker with the signing of this agreement.

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14 The above expenses, together with all compensation, and all additional fees are due and payable to the Broker (or to the ser-
15 vice provider, as applicable) at the time the lease is signed or this Agreement is terminated, whichever occurs first.

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17 **5) Alaska Multiple Listing Service (AK MLS):** Broker is a Subscriber of AK MLS and Broker's use of AK MLS systems is sub-
18 ject to the duties imposed on Broker by the rules and regulations of AK MLS. It is understood i) AK MLS is not a party to this
19 agreement and its sole function is to disseminate, without verification, for its Subscribers, descriptive information on the Prop-
20 erty as set forth on the Property data input sheet corresponding to this Agreement. AK MLS assumes no responsibility or lia-
21 bility to the Lessor for errors or omissions on the input sheet or in the AK MLS System; ii) Lessor authorizes Broker to pay part
22 of the brokerage fee to a cooperating Broker, even if the cooperating Broker represents the Lessee; iii) Seller hereby assigns
23 to AK MLS all copyright and other right, title and interest in and to all photographs, drawings, pictures, description, and other
24 data and content regarding the Property, and hereby authorizes AK MLS to arrange, publish and republish, in any format or
25 medium whatsoever, all such material for an indefinite period without compensation; iv) Broker is required to promptly provide
26 information to AK MLS about any change in status or price of Lessor's property; v) If Lessor's property is rented or leased,
27 Broker must report to AK MLS the price and terms of the rental or lease; vi) AK MLS will not permit data about the Lessor's
28 listing to be deleted from AK MLS's systems in order to conceal any information, including information that the Property was
29 listed for a period of time by another Broker or Brokers; vii) Neither Lessor nor any prospective Lessee of the Property can al-
30 ter Broker's obligation to report all information to AK MLS; viii) AK MLS may display photographs and data regarding the Prop-
31 erty on various websites as determined from time to time by Broker or AK MLS and may include data regarding the Property in
32 various statistical reports and information products, without compensation to Lessor (such authority shall survive expiration or
33 termination of this Agreement).

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35 **6) Lockbox:** Broker is authorized not authorized to install a key safe on the Property for the use of AK MLS Subscribers.
36 Neither Broker, AK MLS, nor any Subscribers of AK MLS shall incur any liability for loss, theft or damage of any nature or kind
37 whatsoever to the Property and/or to any personal property therein.

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39 **7) Sign:** Lessor authorizes does not authorize Broker to install a FOR RENT/LEASE sign on the Property.

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41 **8) Disclosure:** Lessor hereby discloses any condition of the property that could affect the health, safety, welfare or quiet enjoy-
42 ment of the occupants. Lessor agrees to save and hold Broker harmless from all claims, disputes, litigation and/or judgments
43 arising from any incorrect information supplied by Lessor, or from any material fact known by Lessor which Lessor fails to dis-
44 close.

- 45 a- Lessor is not aware of any conditions that need to be disclosed.
- 46 b- See disclosure attached to and made part of the property information/data input form.

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48 **9) Lead Based Paint Hazard Act for Homes Built Before 1978:** EPA and HUD require that all construction started before Janu-
49 ary 1st, 1978, must comply with the Residential Lead Based Paint Hazard Reduction Act of 1992. The property was built in
50 _____ (date).

- 51 a- Built prior to January 1st, 1978. Lead Base Paint Disclosure – Residential Rental and Leases Form attached.
- 52 b- Built after January 1st, 1978, no disclosure required.

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54 **10) Equal Housing Opportunity:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.

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56 **11) Attorney's Fees:** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to
57 reasonable attorney's fees and costs.

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12) Other Terms: _____

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Receipt: Lessor has read this Agreement and understands that this is a legally binding contract, and is advised to seek independent legal and/or tax counsel. Lessor acknowledges they have received a copy of the following (if applicable) on _____ (date) and acknowledges that information provided to Broker/Licensee is a true and accurate representation of the property:

- Alaska Real Estate Commission Consumer Pamphlet
- Alaska Real Estate Commission Waiver of Right to be Represented
- Lead Based Paint Disclosure – Residential Rental and Lease
- Authorization and Exclusive Right to Rent or Lease Up/Marketing Agreement
- Property Disclosure Statement
- Property Information/Data Input Form
- Fee Schedule
- Other _____

Lessor Signature(s)	E-mail Address	Office Ph(s)	Cell Ph(s)
		Home Ph(s)	Fax Ph(s)
1: _____	_____	_____	_____
2: _____	_____	_____	_____
3: _____	_____	_____	_____

Mail Address _____

Physical Address _____

Broker/Licensee(s) agree to use reasonable efforts in procuring a Lessee.

Brokerage Address _____ Ph: _____

by Broker/Licensee(s) _____

Date: _____