



# Bev Roberts Rentals

## LISTING CONTRACT

Bev Roberts Rentals, Inc. (hereinafter referred to as "Firm"), and Agent (hereinafter referred to as "Agent")

Bev Roberts Rentals, Inc.

and

**Firm**

**Homeowner**

Hereby enter into this rental listing agreement on \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ for the purpose of marketing the home located at:

**Property Address**

**City**

**Zip**

**County**

for the monthly rental amount of \$ \_\_\_\_\_ by marketing the property to prospective tenants through our company marketing program, relocation services, and through the Triangle Multiple Listing Service (TMLS).

"Agent" agrees to market said property under the laws of the NC Real Estate Commission for **a term of ninety (90) days beginning on** \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ **and expiring on** \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ at midnight. During this marketing period, "Agent" agrees to advertise the property and show prospects the property. Once an interested prospect provides a completed offer to rent and an earnest money deposit equal to one month of rent, "Agent" will conduct a thorough background check including but not limited to credit, criminal, rental or mortgage history, and employment and income verifications. This information is provided to the "Homeowner" and the prospect is accepted or denied at "Homeowner" discretion. If prospect is accepted, a lease agreement will be drafted and all necessary signatures will be acquired. On or before the date of tenant occupancy, an inspection will be conducted of said property and "Agent" will collect from the tenant the security deposit, pet fee, and any additional funds, in addition to the one full month's rent, unless landlord and tenant have agreed otherwise. Once the tenant has taken possession of the property, "Firm" will disperse the security deposit, any pet fee, and other agreed funds to the "Homeowner", unless "Homeowner" and "Agent" have agreed otherwise, for the funds to be placed in a trust account within North Carolina. The North Carolina Real Estate Law prohibits these funds to be held in any kind of Credit Union.

This agreement is an exclusive rental listing agreement and "Homeowner" agrees to direct any inquiries or offers regarding subject property to their "Agent". "Homeowner" shall identify "Firm" as the contact with all agencies being notified of the property's availability, and all negotiations shall be conducted through the "Firm".

"Agent" has advised owner of "Firm's" general company policy regarding cooperating with subagents and tenant agents. "Homeowner" authorizes "Firm" to compensate and cooperate with Subagents of the "Homeowner" and Tenant Agents. "Agent" agrees to inquire of all agents at the time of initial contact as to their agency status.

The fees and commissions for "Firm's" Leasing Services are based are as follows:

- A. Rental Fee:** "Homeowner" must compensate "Agent" a commission based on the length of the lease as follows:
  1. Fee for a **1 to 6 month lease** is equal to **75%** of one full month's rent. Fee will be collected from the first month's rent.
  2. Fee for a **7 to 18 month lease** is equal to **100%** of one full month's rent. Fee will be collected from the first month's rent.
  3. Fee for a **19 to 24 month lease or longer** is equal to **100%** of one full month's rent. Fee will be collected from the first month's rent. In addition, a fee equal to **50%** of one full month's rent will be collected from the second month's rent.
- B. Showing Fee:** If the tenant's agent presents a tenant, whom is approved by "Homeowner" and a lease is executed, "Homeowner" is required to pay a Showing Fee of **\$0.00/No Charge** to compensate the licensed North Carolina Real Estate Broker.
- C. Marketing Fee:** Also known as a Termination Fee. If "Homeowner" withdraws the said property prior to the 90 day agreement expiration date or prior to "Agent" finding an accepted tenant, a **\$300.00** Marketing Fee is due by "Homeowner". "Homeowner" understands this fee compensates the "Agent" for their marketing expenses.
- D. Lease Extension Fee:** Should "Homeowner" and tenant wish to extend the lease at the end of the initial term, "Firm" can draft a lease extension and acquire all necessary signatures for a fee of **\$300.00**; unless, "Homeowner" utilizes "Firm's" Property Management Service and the fee is **\$0.00/No Charge**.
- E. Management Fee:** "Homeowner" shall receive the first month of management at **\$0.00/No Charge** should "Homeowner" decide to utilize "Firm's" Property Management Service. Not valid with any other discounts or re-renting commission income. Requires an executed Exclusive Property Management Agreement for a term of 7 months or longer.
- F. Sales Commission:** If the tenant secured by "Agent" purchases the property at any time during or after the initial lease term or any renewal thereof, "Firm" is owed **2%** commission of the gross sales price. Commission is due and payable at the closing of the property.

If at any time after the expiration of the rental listing agreement, "Agent" provides a tenant that is accepted by the owner, the fees remain in effect.

Should "Homeowner" fail to complete the transaction once a verbal agreement has been established or a ready, willing, and able tenant

Homeowner Initials: \_\_\_\_\_

has been found, "Firm" is owed the full commission. In the event the "Homeowner" breaches this agreement, "Homeowner" shall be liable for all monies owed under this agreement, including but not limited to, any damages or attorney fees incurred by the "Firm".

"Firm" is not responsible for any damages, non-payments such as late fees or rent, or the actions of the tenant once the tenant has taken possession of the property.

Any pertinent information or defects pertaining to the said property have been disclosed to "Agent". "Homeowner" agrees to keep the utilities (excluding cable and phone) operable during the marketing of the property. "Homeowner" certifies said property is current on any mortgages, homeowners association dues, taxes, or debts tied to the property. By signing this contract, "Homeowner" certifies the homeowners' association (HOA) authorizes "Homeowner" to lease said property.

"Homeowner" agrees to give "Agent" the authority to place a combination lock box on the subject property. This does not subject "Firm", "Agent", or Triangle Multiple Listing Service (TMLS) to any liability whatsoever in connection with the publishing and/or dissemination of the listing information and the use of the combination lock box on the subject property. The undersigned "Homeowner" expressly releases said parties from any liability that may exist either now or in the future.

"Firm" shall conduct all brokerage activities in regard to this agreement without respect to race, color, religion, sex, national origin, handicap or familial status of any tenant, prospective tenant, landlord, buyer or seller, pursuant to Fair Housing Laws.

"Homeowner" understands that "Agent" and "Firm" are being appointed solely as a real estate professional. Additional professional services are available to provide advice or services to the "Homeowner" at the "Homeowner's" expense, including, but not limited to, contractors, attorneys, tax professionals, and insurance agents. Shall "Agent" procure any said service at "Homeowner's" request, "Homeowner" acknowledges that "Agent" nor "Firm" shall incur no liability or responsibility in connection therewith.

<b>Entity Name</b> (ex. Corporation, LLC, Partnership, Trust)	<b>Entity Title</b> (ex. Owner, Manager, Member, Trustee)		
<b>Print Owner Name</b>	<b>Print Owner Name</b>		
<b>Owner Signature</b> _____ / /	<b>Owner Signature</b> _____ / /		
<b>Date</b> _____	<b>Date</b> _____		
<b>Social Security Number or Tax ID</b> ▲ Required for 1099 Tax Form ▲	<b>Social Security Number or Tax ID</b> ▲ Required for 1099 Tax Form ▲		
<b>Mailing Address Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Home #:</b> ( ) -	<b>Work #:</b> ( ) -		
<b>Cell #:</b> ( ) -	<b>Cell #:</b> ( ) -		
<b>Email:</b> _____	<b>Email:</b> _____		

- 1) Will Bev Roberts Rentals manage the property?  YES  NO... If NO, please add bank information below.
- The Security Deposit will be held at:**
- ▶ *Credit Unions are prohibited by law.*
- |  |                                       |             |
|--|---------------------------------------|-------------|
|  | <b>Name of Bank in North Carolina</b> | <b>City</b> |
|--|---------------------------------------|-------------|
- 2) Homeowner Association:                      Name of HOA:
- ▶ *Required for lease.*
- HOA manager:
- HOA address:
- HOA phone #: ( ) -                      HOA website:
- 3) How did you hear about Bev Roberts Rentals? \_\_\_\_\_

<b>Firm:</b> Bev Roberts Rentals, Inc.	<b>Individual License #:</b>
<b>Agent:</b>	<b>Agent Signature:</b>

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