



# 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**

**Property Owner Name(s)**

Hereby enter into this rental listing agreement 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 a security deposit equal to one month, "Agent" will conduct a thorough background check including but not limited to credit, criminal, rental/mortgage history and employment/income verifications. This information is provided to you and the prospect is accepted or denied at your discretion. If prospect is accepted, a lease agreement will be drafted and all necessary signatures will be acquired. On or before the date of move in, an inspection will be conducted of said property and we will collect one full months rent (in addition to the security deposit) unless landlord and tenant have agreed otherwise. Once the tenant has taken possession of the property, "Firm" will disperse the security deposit to you for the funds to be placed in an escrow/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 owner agrees to direct any inquiries or offers regarding subject property to their agent.

"Agent" has advised owner of "Firm's" general company policy regarding cooperating with subagents and tenant agents. Owner has received and read "Working with Real Estate Agents (Lease Transactions)" publication and authorizes "Firm" to compensate and cooperate with the following ("Agent" agrees to inquire of all agents at the time of initial contact as to their agency status):

- ✓ Subagents of owner
- ✓ Tenant agents

The fees and commissions for marketing service are based on the length of the lease and are as follows:

- A. A One (1) to seven (7) month lease is 80% of the first months rent.
- B. An eight (8) to twenty three month lease is the first full months rent.
- C. A twenty four (24) month lease or longer is one and one half months rent. The first full months rent and half of the second month's rent is how the fee is collected.
- D. If said property is withdrawn prior to the 90 day agreement expiration date or prior to "Agent" finding an accepted tenant, a \$200.00 marketing fee is due.

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

Should you fail to complete the transaction once a verbal agreement has been established or a ready, willing and able tenant has been found, "Firm" is owed the full commission.

"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 subject property have been disclosed to "Agent". Owner agrees to keep the utilities (excluding cable and phone) operable during the marketing of the property. Owner is current on any mortgages or debts tied to the property.

Owner 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 owner(s) expressly releases said parties from any liability that may exist either now or in the future.

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 a five percent (5%) commission of the sales price. "Agent" will work the transaction as Dual Agency and commission is due and payable at the closing of the property. A copy of the North Carolina Real Estate Commission's Agency Relationship Description of Agent Duties and Relationships is provided with the execution of this agreement.

"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.

**ALL BLANKS MUST BE COMPLETED**

Owner Name (Print)

Owner Name (Print)

Owner Signature

Owner Signature

Owner Social Security Number or Tax ID

*(Required for 1099 Tax Form)*

Owner Social Security Number or Tax ID

*(Required for 1099 Tax Form)*

**Owner Mailing Address:**

Street

City

State

Zip

Home #: ( ) -

Work #: ( ) -

Cell #: ( ) -

Cell #: ( ) -

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

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

1) Will Bev Roberts Rentals manage the property?  YES  NO... If NO, please complete the below question.

The Security Deposit will be held at:

Name of Bank in North Carolina

City

▶ Credit Unions are prohibited per North Carolina Real Estate Law.

2) 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>