

# Multiple Listing Leasing Contract

This is a legally binding Contract. If not understood, seek legal advice.

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## AGREEMENT TO LIST AND LEASE

In consideration of Broker's agreement to list Lessor's property for lease, place this listing on the Multiple Listing Service ("MLS") of Metro Search, Inc., and use Broker's efforts to find a tenant, Lessor hereby grants Broker the exclusive right from \_\_\_\_\_ ("effective date") until 11:59pm (Eastern Time) on \_\_\_\_\_ ("expiration date") to lease the property located at \_\_\_\_\_ for the monthly rate of \$\_\_\_\_\_, on the following terms (or such other prices, terms, conditions to which Lessor may agree): \_\_\_\_\_.

## AGREEMENT TO PAY COMMISSION

If the property, or any part thereof, is leased before the expiration of this Contract by Lessor or any other person, Lessor agrees to pay Broker a commission of \$\_\_\_\_\_, which shall be due upon acceptance of the lease.

If the Lessee is represented by a cooperating Broker, Broker is authorized to share its commission with that cooperating Broker.

## CONSENT TO MARKET AND ADVERTISE

Lessor is providing the attached listing input form and may otherwise provide to Broker orally or in writing certain data regarding Lessor's property. Lessor agrees that this data may be used as Broker deems appropriate, consistent with the MSI Rules & Regulations, to facilitate the Lease of Lessor's property. It may also be provided to the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants as they deem appropriate and with no compensation due Lessor. Lessor understands that some or all of the data may be digitized, reproduced, published, transmitted, disseminated, and/or displayed in many forms and through many media, including but not limited to the Internet, television, local publications and fact sheets, computer database networks, a Multiple Listing Service or other similar database, etc. Lessor hereby represents to Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and their respective members and participants that the data provided is true and correct.

Lessor also hereby grants Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and their respective members and participants the right and license to photograph/video Lessor's property and to use such photographs/videos to the same extent Broker uses the property data Lessor is providing Broker, with no compensation due for such use, and Lessor acknowledges that Lessor has no rights of ownership with regards to those photographs/videos. Exceptions to this paragraph are as follows: \_\_\_\_\_.

Should Lessor choose to advertise Lessor's property itself, pursuant to KRS 324.117(4), Lessor agrees to include the name of Broker's real estate company, namely \_\_\_\_\_ or the name of Agent's principal broker, namely \_\_\_\_\_. Advertisements include but are not limited to social media, the Internet, newspaper or other publication, television, periodicals, fact sheets, computer databases and the Multiple Listing Service. Lessor will indemnify Broker and Agent for any fines which are levied as a result of Lessor's non-compliance with KRS 324.117(4).

Lessor hereby waives any claims Lessor might now or in the future have against Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants arising out of or relating to the acquisition or use of data or photographs/videos of or about Seller's property. Lessor agrees to indemnify and hold harmless Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants from any liability, damage, cost, attorney fees, or expenses resulting from any inaccuracies or material omissions in the data Seller has provided. Lessor acknowledges that placement of the listing in the MLS may result in it being displayed on syndicated websites which are not under the direct control of the brokerage and may not accurately reflect all details of the listed property. Lessor agrees to hold the agent and brokerage harmless for any misinformation. The Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants shall be third party beneficiaries to the provisions of this paragraph.

**LESSOR** Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
**BROKER** Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Broker is hereby authorized to place a Lock Box and a "For Lease" sign on Lessor's property, to remove all other signs and lock boxes, and exhibit the property to any prospective Lessee. Broker is further authorized to disclose information regarding comparable leases to any prospective Lessee. Upon execution of the lease, Broker is authorized to disclose all information, including lease rates, to participants of the MLS. Broker is further authorized to cease showing my property after Lessor has accepted an offer to lease, unless otherwise instructed, by Lessor, in writing.

The property will be offered without respect to race, creed, color, sex, familial status, disability, sexual orientation or national origin.

#### LEASE AFTER EXPIRATION OF LISTING CONTRACT

Lessor agrees to pay Broker at closing a commission of \$\_\_\_\_\_, if the property is leased by Lessor within \_\_\_\_\_ months after the expiration of this Contract to any person to whom Broker or Lessor has shown this property during the period of this contract, regardless of whether Lessor has knowledge of said showing, and so long as the property has not been listed with another Broker.

#### MEDIATION/BINDING ARBITRATION

Notice of Demand for Mediation must be made within 365 days after the Party raising the claims knew, or should have known, of the existence of said claims. Any dispute or claim (including, without limitation, claims of fraud, misrepresentation, **punitive damages**, warranty and/or negligence) of Seller, Buyer, Brokers, Agents or any of them for a sum greater than the limits of small claims court jurisdiction arising out of this Contract or breach thereof or arising out of or relating to the physical condition of the property covered by this Contract shall first be submitted to mediation and arbitration in accordance with the guidelines of the Greater Louisville Association of REALTORS®, Inc. Copies of these guidelines are available at the Greater Louisville Association of REALTORS®, Inc. Disputes shall include (among other things) issues relating to representations made by Buyer, Seller, or any Broker or Agent, or other person or entity in connection with the sale and purchase of the property covered by this Contract. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

If mediation does not result in an agreement signed by the Parties, all such claims or disputes shall be decided by binding arbitration in accordance with the Guidelines of the Greater Louisville Association of REALTORS®, Inc. and the laws of the Commonwealth of Kentucky. Copies of these guidelines are available at the Greater Louisville Association of REALTORS®, Inc. The Arbitration must be submitted to the Arbitrator, consistent with the Greater Louisville Association of REALTORS®, within 365 days after the initial Demand for Mediation has been filed. Any proceeding to determine damages shall be conducted by an arbitrator pursuant to this paragraph and not in court and shall be conducted within the Commonwealth of Kentucky. In the event a party fails to proceed with arbitration when so required, or unsuccessfully challenges the arbitrator's award, the other party is entitled to recover its costs, including reasonable attorney fees, for having to compel arbitration or defend/enforce the award.

It is specifically agreed that no Party will be entitled to join or consolidate disputes by or against others in any mediation or arbitration (unless agreed to by all parties), or to include in any mediation or arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the public or in any private attorney general capacity. This paragraph shall survive the closing.

By signing below, I am aware of the benefits of listing my property for sale on the MLS and have discussed the above options in detail with my REALTOR®.

Designated Broker (Listing Company)	Owner/Lessor	Date	Time
Broker Acceptance	Owner/Lessor	Date	Time