

**Landlord’s Agency Real Estate Rental Listing Contract**

*This contract has legal consequences. If you do not understand it, consult your attorney.*

**Items in Bold Blue is information you are providing to us that we put in this document for you to Sign.**

In consideration of your efforts to find a tenant for the property (the “Property”) located at:

**Rental Property Address Here**

“**Name of Legal Ownership of Rental Property (Person, LLC, Corporation Trust, etc.)**, (“Owner”), hereby appoints:

**AMOSO Realty LLC (“REALTOR®”)** as **EXCLUSIVE AND SOLE AGENT** to lease the Property. The compensation shall be paid for any tenant secured by any broker or procured by Owner during the time this Listing Contract shall be in full force.

This Listing Contract shall be for the period beginning with the Effective Date, and ending midnight on the 60th day from the Effective Date, for the purpose of finding a tenant upon the following rental terms:

Lease: Term of One (1) year or more with rent payable in monthly installments of \$ **Monthly Rent**, with one months in advance and Security Deposit of: **Security Deposit Selection**.

This Listing Contract shall automatically renew for 30 days, and every 30 days thereafter until either REALTOR® or Owner provides the other party a 10 day written notice of termination.

**Compensation:**

Owner agrees to pay in REALTOR® a Leasing Fee of **Eight Hundred and Fifty Dollars (\$850.00)** on the Effective date of this contract, to produce qualified prospect ready, willing and able to lease the Property as defined in the General Conditions of this contract, at the rental rate on the terms stated herein or later agreed upon. If REALTOR® shall fail to produce qualified prospect during the term of this contract, and Owner does not agree to extend the contract, REALTOR® shall refund the Leasing Fee within 30 days of contract expiration. Owner further agrees to pay REALTOR® additional compensation of **Two Hundred Fifty Dollars (\$250.00)** per additional year of lease beyond a One (1) year term, or proration thereof.

**Disclosure of Offers:**

Owner **DOES** direct REALTOR® to disclose the existence of offers on the Property; provided, however, that the REALTOR® is permitted to disclose such terms as may be required by the Multiple-Listing Service in which REALTOR® is participant (“MLS”), applicable brokerage law and the National Association of REALTORS® Code of Ethics and Standards of Practice (e.g., that the Property is “under contract”).

**Motivating Factors:**

Owner **Motivating Factors Selection** consent to REALTOR® disclosing the following motivating factors for Owner in leasing the Property:

**Description of Motivating Factors if Provided**

**Current Exclusive Representation Agreement:**

Owner represents owner **Based on Selection** a party to any other exclusive representation agreement with respect to the Property.

If party to any other exclusive representation agreement, the effective date of this contract will as defined in item 2 of the Effective date Paragraph of this Agreement.

**Broker Cooperation and Shared Compensation Policy:**

REALTOR®'s company policy authorizes REALTOR® or REALTOR®'s representatives to cooperate with other brokers acting pursuant to the following brokerage relationships as defined by Section 339.710 R.S.Mo. The amount of compensation that will be offered by REALTOR® shall be as follows

**\$300.00** of Broker's Compensation to subagents of REALTOR® (i.e. limited agents representing Owner);

**\$300.00** of Broker's Compensation to tenant agents (i.e., limited agents representing prospects);

**\$0.00** of Broker's Compensation to transaction brokers (i.e., neutral licensees representing neither party).

REALTOR®'s offer of compensation is not available to brokers other than MLS;

(Note: Even if compensated by REALTOR® or Owner, it is understood that cooperating agents or brokers may represent the interests of tenants only).

**GENERAL CONDITIONS**

**Qualified Prospect**

A prospective Tenant Shall be deemed qualified, and REALTOR® will have met the obligations of this agreement if prospect meets the following criteria:

- Prospect filled out REALTOR®'s Application and paid Application Fee
- Prospect's Monthly Gross income is verifiable and is at least three (3) times the proposed monthly rent
- Prospect's credit score is 620 or higher
- Prospect's Rent history is verified by at least previous landlord
- Prospect has no evictions or landlord actions in past seven (7) years
- Prospect has clean criminal history, with the exception of Traffic Violations
- Prospect is ready to move into the Property within 45 days of application date.
- Any Prospect will be deemed qualified on Owner's written acceptance of Application

**Taxes, Insurance, Maintenance**

Unless specifically provided to the contrary, Owner shall be responsible for payment of all real estate taxes due, all insurance premiums for insurance coverage on the real estate, and all repairs and maintenance to the improvements located on the real estate.

**Cooperation, Advertising**

Owner hereby authorizes REALTOR®, or REALTOR®'s representatives, to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with REALTOR®'s company policy as set forth above. Owner hereby authorizes REALTOR® or his representative to file this listing with the Multiple Listing Services and to place a "For Lease" sign or signs on the Property and to advertise, at REALTOR®'s discretion, the Property in any manner deemed wise by REALTOR®.

### **Deposits, Statement**

REALTOR® is authorized to accept a deposit of the rent to be paid in advance and the security deposit(s) and to place the deposits in REALTOR®'s Property Management escrow account until the lease is signed. REALTOR® will remit a written statement of income and expenses to Owner in connection with the leasing of the Property within 15 business days of the lease being signed. The balance after deduction of the Broker's Compensation due REALTOR® for services shall be paid to Owner. Any additional compensation due REALTOR® shall be due and payable within 15 business days of the lease being signed unless Owner and REALTOR® have agreed in writing to a different time and method of payment.

### **Sales**

If REALTOR® also has a listing contract with Owner for the sale of the real estate at the time of the execution of this Listing Contract, if any tenant procured by REALTOR® shall enter into a contract to purchase the real estate above described from Owner during the term of the rental or lease period procured by REALTOR®, then Owner agrees to pay REALTOR® compensation in accordance with the sales listing contract. If the lease includes an option to purchase and consideration is paid for the option, Owner agrees in the event the option is not exercised, that the consideration shall be divided equally between Owner and REALTOR®, provided REALTOR® may not receive more money in lieu of compensation greater than the amount of the agreed Broker's Compensation.

### **Equal Opportunity**

The Property shall be offered for lease without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair housing laws.

### **Property Data**

Owner authorizes REALTOR® to provide the Property data information at the end of this form to prospective tenants. Owner hereby gives permission to REALTOR® to enter the Property at reasonable times to show it to prospects. Owner acknowledges that the efforts and endeavors of REALTOR® to procure a tenant, through advertising (at REALTOR®'s discretion), co-brokers, or otherwise, shall constitute good and sufficient consideration for this Listing Contract.

### **Lead-Based Paint Disclosure (Check A or B)**

**(checked based on selections)**A. Owner represent and warrants that the sale or lease of the above Property is exempt from the disclosure obligations under 42 U.S.C. 4852d because the Property (1) the Property is not residential real property (2) the Property was constructed in 1978 or later or (3) other (describe)

**(checked based on selections)**B. The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d (See attached Lead Based Paint Disclosure Form)

If Box A is selected please explain:

## Owner Provided Explanation if Provided

### Pet Policy:

Owner States: **Pets Allowed Selection**

If Allowed Dog Size Limit: **Dog Size Limit Selection**

Maximum Number of Pets Allowed: **Selection**

Pet Deposit: **Pet Deposit Selection**

Charge Pet Rent: **Yes/No Selection**

If Pet Rent is Charged How much: **Selection**

### Default Remedies

If Owner shall breach this Listing Contract or it becomes necessary for REALTOR® to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, REALTOR® shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier termination of this Listing Contract.

### Consent To Brokerage Relationships

1. **Owner's Agency as Starting Point; Effect of In-House Transaction.** Pursuant to this Listing Contract, REALTOR® will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a landlord's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective tenant may engage REALTOR® to act in one of several possible capacities with respect to that tenant, depending on what brokerage relationships are permitted by REALTOR®'s office policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.
2. **Conversion to Dual Agency Where REALTOR® Is Engaged by Tenant to Act as Tenant's Agent.** If a prospective tenant has engaged REALTOR® to act in the capacity of a tenant's agent, Missouri law permits REALTOR® to show the Property to and otherwise represent the tenant, as a dual agent representing both Owner and the tenant, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Owner **DOES** consent to REALTOR® representing both Owner and a tenant as a dual agent.

1. **Designated Agents for Owner and Tenant; Possible Conversion to Dual Agency or Transaction Brokerage.** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees. Owner **DOES** consent to REALTOR®'s appointment of designated agent(s). An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who personally represents both Owner and the tenant in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the transaction and personally represents or

assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

2. **Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Tenant to Act As Tenant's Agent or Transaction Broker.** If a prospective tenant has engaged REALTOR® to act in the capacity of tenant's agent or transaction broker, Missouri law permits REALTOR® to show the Property to and otherwise assist the tenant, as a transaction broker assisting both Owner and the tenant without an agency relationship to either of them, with the written consent of all parties. In such case, REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. Note: If REALTOR® wishes to convert to transaction brokerage but Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit REALTOR® from representing Owner in another transaction not involving transaction brokerage. Owner **DOES** consent to REALTOR® assisting both Owner and a tenant as a transaction broker.
3. **Designated Transaction Broker for Owner and Tenant** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees. Owner **DOES** consent to REALTOR®'s appointment of designated transaction broker(s).

### **MREC Disclosure Form**

Owner acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure form on or before the date hereof or upon REALTOR® taking any personal or financial information from Owner, whichever occurred first.

### **Minimum Brokerage Services (§339.780.7 R.S. Mo.).**

Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's Property;
2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

### **REALTOR®'s Right to Cancel Agreement**

Owner agrees, that for any reason REALTOR® has the right to terminate this Agreement within the first 10 Business days of the term of this agreement with 2 days notice to the Owner. Should REALTOR® choose to cancel this Agreement, all compensation paid to REALTOR® by Owner will be returned to Owner in whole within 10 business days of termination.

### **Gurarantee**

(based on Selection) This Agreement is subject to the additional terms in the “*Guaranteed Rental Listing Amendment*” provided and attached to this Agreement.

### **Signatures**

This Listing Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Listing Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Listing Contract may be made via the e-mail addresses set forth below.

### **Effective Date**

The “Effective Date” shall be the later date of the following:

1. of final acceptance hereof, as indicated by the date of last digital signature in the timestamp digital signature audit attached to this this Listing Contract or (specify if otherwise).
2. If Properties is currently under another representation Agreement, the effective date of this agreement shall be the termination date of current representation agreement provided in writing to REALTOR®

### **Special Agreements**

#### **Special Agreements requested**

#### **LISTING AGREEMENT ACCEPTED**

*By signing digitally below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy hereof digitally.*

#### **Signature Parties:**

Listing REALTOR®’s Firm Name: AMOSO Realty LLC

Listing Brokerage License Number: 2013013594

Name: Joseph Ord

License Number: 2007033850

Email address: [joe@amosoproperties.com](mailto:joe@amosoproperties.com)

Title: Broker

Address: 820 S. Main St.

Ste. 310

Saint Charles, MO 63301

Phone: 636-757-3301

Fax: 314-529-3347

Property Owner Name: **“Name of Legal Ownership of Rental Property (Person, LLC, Corporation Trust, etc.),**

Print Name: **Legal Name of Authorized Signer** (Authorized Party Signer for Property Ownership)

Email Address: **Owner Email**

Owner’s Address: **Owner Mailing Address**

Phone: **Owner Phone Number**

Fax: **Owner Fax Number (if provided)**

**SELLER’S (OR LANDLORD’S) AGENT’S DUTIES AND OBLIGATIONS (§339.730, R.S.Mo.)**

1. A licensee representing a seller or landlord as a seller’s agent or a landlord’s agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.
3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.
4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.
5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

#### **DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)**

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.
2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information

would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

**TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)**

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
  - (A) To perform the terms of any written or oral agreement made with any party to the transaction;
  - (B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
    - (i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
    - (ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
    - (iii) Accounting in a timely manner for all money and property received;
    - (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
    - (v) Assisting the parties in complying with the terms and conditions of any contract;
    - (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;
  - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
  - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
  - (C) What the motivating factors are for any party buying, selling or leasing the Property;
  - (D) That a seller or buyer will agree to financing terms other than those offered;
  - (E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
  - (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
  - (B) List competing properties for sale or lease;
  - (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
  - (D) Serve as a single agent, sub agent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or sub agency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
  - (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and
  - (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.