



DMS Properties, LLC

Residential Real Estate Services

3475 Leonardtown Road
Suite 205
Waldorf, MD 20601
Office/Fax: 301-744-0002
info@dmspropertiesllc.com
www.dmspropertiesllc.com



EXCLUSIVE RIGHT TO LEASE RESIDENTIAL BROKERAGE AGREEMENT

DATE: _____

1. OWNER(S) (List all): _____

Mailing Address: _____

Office Telephones: _____ Office/Home Fax: _____

Home Telephones: _____ Cell Phones: _____ / _____

Email Addresses: _____ / _____

2. BROKER: _____ DMS Properties, LLC ... Residential Real Estate Services _____

Office Address: _____ 3475 Leonardtown Road, Suite 205, Waldorf, MD 20601 _____

Office Telephone: _____ 301-744-0002 _____ Office Fax: _____ 301-744-0002 _____

Listing Agent: _____ Dale M. Servetnick _____ Direct Line: _____ 301-744-0002 _____

Home Phone: _____ Cell Phone: _____ 301-751-2932 _____

Email Address: _____ dale@dmspropertiesllc.com or dale.servetnick@mrisc.com _____

3. PROPERTY LISTING: _____ DMS Properties, LLC ... Residential Real Estate Services _____

("Broker") is hereby authorized by the undersigned Owner(s) or by the authorized representative of Owner(s) ("Owner") to lease, as the exclusive real estate broker, the property known as:

("Property").

4. LISTING TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT:

This Agreement shall be effective on _____ (m/d/y) and shall continue until midnight on _____ (m/d/y), (the "Listing Term") unless terminated in accordance with the provisions of this section.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**):

_____ 15 days written notice by either party _____

An expiration or termination of this Agreement by Owner or Broker shall be subject to the provisions of Paragraph 12 of this Agreement, and Paragraph 12 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at anytime and effective immediately in the event Owner provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s).

5. LEASE PRICE: The lease price of the Property is \$ _____ per month and shall be the price advertised by Broker. If Owner desires to change the lease price, Owner shall immediately inform Broker in writing of the changed lease price, and such changed lease price shall thereafter be the price advertised by Broker.

6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): _____

7. MARKETING/MLS/INTERNET ADVERTISEMENT:

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Owner acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any lease and lease price (including the other terms upon which any lease of the Property is made). Except as otherwise provided in paragraphs (b) and (c) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Owner to submit and market the Property (including street name and house number) by and through:

1. Broker's internet website;
2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
3. Any other Internet website in accordance with applicable MLS rules and regulations;
4. Print media; and/or
5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Owner further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

(b) Owner may elect not to have the Property listing displayed on the MLS at all. (Owner to initial if Owner does not authorize Broker to display Property listing on the MLS at all):

_____/_____/_____ Broker may *not* submit and market the Property by and through display on the MLS.

Owner hereby acknowledges that, having selected not to display the Property listing on the MLS at all: (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Owner's Property is for sale and the terms and conditions under which Owner is marketing the Property; (2) Owner's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of offers made and negatively impact the sales price. (Owner to initial):

_____/_____

(c) Owner may elect not to have the Property listing or the Property address displayed on the internet. Owner hereby directs Broker that *(Owner to initial all that apply)*:

(i) Broker produces a ready, willing and able tenant to lease the Property at the lease price and/or at such other price as shall be accepted by Owner or agreed upon in writing between Owner and Broker (the "Lease Price"); or

(ii) Owner shall enter into a written agreement to lease the Property to any person or entity whether such person or entity shall have been procured by Broker, by Owner or by any other person or entity, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

(iii) if during the period of 30 days following the expiration or termination of this Agreement, Owner shall enter into a written agreement to lease the Property to any person who or to any entity which, with knowledge of Owner or any agent of Owner, inspected or made inquiry about the Property or negotiated to lease the Property during the term of this Agreement or any renewal or extension thereof, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

B. Owner defaults or voluntarily agrees to terminate a lease; or

C. Owner breaches this Agreement.

Where tenant renews the tenancy after the expiration of the original lease term or enters into a new lease beyond the terms of the original lease, Owner shall pay an additional brokerage fee of: Zero

The additional brokerage fee shall be due and payable at the beginning of each renewal term or new lease term.

If, during the term of the lease or any extension thereof or within 6 months following the expiration or termination of the lease, the tenant should enter into a written agreement with Owner to purchase the Property, Owner agrees to pay Broker a Brokerage Fee in the amount of _____ 2.5% of purchase price as compensation for

Broker's services. The party making settlement is hereby irrevocably authorized and directed by Owner to deduct the Brokerage Fee from the proceeds of sale and pay the same to Broker as a convenience to Owner and not as a limitation upon Owner's liability to pay the Brokerage Fee.

The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Owner. However, Owner acknowledges and agrees that settlement on the Property shall not be a condition precedent to Owner's obligation to Broker as herein provided.

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

Owner shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any renewal or extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Owner is for the purpose of avoiding the obligation of Owner to pay the Compensation to Broker.

13. AUTHORITY TO COOPERATE WITH OTHER BROKERS: Broker shall be entitled to cooperate with other brokers as subagents of Broker ("Subagents") and/or brokers retained by prospective tenants to represent tenant's interests ("Tenant Agents"). Owner consents to Broker's cooperation and fee sharing with Subagents or Tenant Agents (collectively "Cooperating Brokers"). Broker shall pay to any Subagent, who has earned and is entitled to share in the Fee, Zero. Broker shall pay to any Tenant Agent who has earned and is entitled to share in the Fee, 25% of the first-month's rent.

_____/_____/_____ prior to 1950; the Maryland Program applies fully;
OR ____/____/____ after 1949 but before 1979; the Maryland Program applies at
Owner's option until January 1, 2015 after which date the Maryland Program will
apply to all residential rental Property constructed through 1978;
OR ____/____/____ after 1978;

Owner understands and acknowledges that compliance under Federal and Maryland law is the sole responsibility of Owner and Owner agrees to read and become familiar with the requirements of Federal and Maryland law related to the leasing of property built prior to 1979. Owner agrees to comply with the Federal and Maryland law and agrees to undertake all responsibilities for compliance. Owner expressly confirms that Broker shall have no control - actual or apparent - over the Property for purposes of these laws and that for all purposes of these laws, Owner shall be solely in control of the Property and solely responsible for compliance. Broker agrees to notify Owner if Broker has actual knowledge of defects relating to the Property including the presence of peeling, flaking or chipping lead-based paint within the interior or exterior of the Property and agrees to forward written communications received from tenants related to lead paint to Owner. Owner agrees to indemnify Broker and hold Broker and its agents and subagents and employees harmless from all costs (including attorneys' fees, actions, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, damages, judgments, claims and demands whatsoever, at law or in equity, or in any administrative proceeding) arising out of Owner's failure to comply with the Federal law or the Maryland Program.

16. LIENS AND MORTGAGES: Owner represents to Broker that Owner is current, unless otherwise specified herein, shall remain so, and is not in default on any mortgages or lines of credit secured by the Property. Owner also represents that there are no liens or judgments against the Property and/or Owner including but not limited to Federal, State or Local tax liens. Additionally, Owner represents that Owner has not filed for

bankruptcy protection and is not contemplating doing so during the term of this Agreement or any renewal or extension. (*Owner to initial all that apply*):

_____/_____/_____ Foreclosure ____/_____/_____ Potential Short Sale ____/_____/_____ OTHER: _____

Owner agrees to immediately notify Broker of any changes in the status of the aforementioned liens, mortgages, lines of credit, judgments and material facts.

17. AGENCY DISCLOSURE: Owner acknowledges receipt of "Understanding Whom Real Estate Agents Represent" disclosure form as required by Maryland Law.

18. HOMEOWNERS OR CONDOMINIUM ASSOCIATION: Owner acknowledges that the Property is part of a development which is a (*Owner to initial all that apply*): ____/____/____ Homeowners Association, ____/____/____ Condominium or ____/____/____ Cooperative. Owner shall obtain and be responsible for providing tenant with a copy of the current rules and regulations pertaining to the Property occupancy.

19. RENTAL LICENSE: Owner is hereby notified that certain jurisdictions require a rental license and periodic inspections. (*Owner to initial one*):

_____/_____/_____ Owner represents and warrants that Owner has obtained a rental housing license for the Property. Owner agrees to provide a copy of the rental housing license to Broker.

_____/_____/_____ Owner represents and warrants that a rental license will be applied for and such license will be in force prior to execution of a lease. Owner agrees to provide a copy of the rental housing license to Broker.

_____/_____/_____ Owner represents and warrants that no rental license is required in the jurisdiction in which the Property is located.

20. UTILITIES AND MAINTENANCE: TENANT IS RESPONSIBLE FOR (Owner to check all that apply):

- Electric Gas Oil Water/Sewer Trash Lawn Minor Int. Maintenance Minor Ext. Maintenance
- Gutter Cleaning Tennis/Pool Dues Parking Fees Dock/Slip Fees Condo/Rec Fees HOA Fees

Security Deposit: _____ **Equal to one-month's rent** _____
 Other: _____

21. SERVICE ANIMALS: If tenant requires an animal to assist in tenant's daily life activities due to a disability, Owner may not deny tenant the right to have the animal on the Property. Additionally, Owner may not collect an additional security deposit in the form of a pet deposit from such tenant.

22. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Owner warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Owner has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

23. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Agreement.

- Consent for Dual Agency Lock Box
- Disclosure of Licensee Status Addendum Protect Your Family from Lead in Your Home
- Federal Lead-Based Paint Disclosure Understanding Whom Real Estate Agents Represent

Other Addenda/Special Conditions: _____

RECEIPT OF COPY: Owner acknowledges receipt of a copy of this Agreement at time of signing hereof.

Owner	Date	Broker (Company Name)
Owner	Date	Broker or Authorized Representative Date