



# REAL ESTATE RENTAL LISTING AGREEMENT

1 In consideration of your efforts to find a Tenant for the Property known as: \_\_\_\_\_  
2 \_\_\_\_\_ (the "Property")  
3 \_\_\_\_\_, OWNER(S) hereby appoint(s)  
4 \_\_\_\_\_, BROKER, as: **(Check A or B):**

- 6  **A. EXCLUSIVE AND SOLE AGENT** to lease the Property. Compensation shall be paid for any Tenant secured  
7 by any BROKER or procured by OWNER during the time this Agreement shall be in full force.
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- 9  **B. EXCLUSIVE AGENT** to lease the Property. The compensation provided for herein shall be paid for any  
10 Tenant secured by any BROKER, but shall not be paid with respect to any Tenant secured by OWNER  
11 without the services of BROKER.

## 13 LEASE TERM.

14 This Contract shall be for the period beginning with the Effective Date, \_\_\_\_\_, 20\_\_\_\_, and ending  
15 \_\_\_\_\_, 20\_\_\_\_, for the purpose of finding a Tenant upon the following rental terms: **(Check A or B)**

- 18  **A. Month-to-Month:** At not less than \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)   
19 per month; and not less than \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)   
20 Security Deposit. Additional Deposit in the amount of \_\_\_\_\_ DOLLARS   
21 (\$\_\_\_\_\_) for \_\_\_\_\_ if applicable.
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- 23  **B. Lease:** Term of \_\_\_\_\_ (\_\_\_\_) year(s) and \_\_\_\_\_ (\_\_\_\_) month(s) with rent   
24 payable in monthly installments of not less than \_\_\_\_\_ DOLLARS   
25 (\$\_\_\_\_\_); and not less than \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).   
26 Security Deposit. Additional Deposit in the amount of \_\_\_\_\_   
27 DOLLARS (\$\_\_\_\_\_) for \_\_\_\_\_.

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29 If BROKER produces a qualified prospect Tenant ready, willing, and able to lease the Property at the rental rate and  
30 the terms stated herein, or later agreed upon, the OWNER agrees to pay BROKER  
31 \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) if leased month-to-month; OR  
32 \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_); OR \_\_\_\_\_ PERCENT  
33 (\_\_\_\_ %) of the total rent provided in the lease if leased for a term (BROKER'S Compensation). In addition,  
34 OWNER agrees to pay BROKER a marketing fee of \_\_\_\_\_ DOLLARS  
35 (\$\_\_\_\_\_) on **(check one)**  the Effective Date, OR  the date the other compensation above provided is  
36 payable.

- 38 **1. CONFIDENTIAL INFORMATION.** During this Listing Agreement, or after it ends, BROKER may not knowingly  
39 disclose information obtained in confidence from OWNER LANDLORD, except as authorized by LANDLORD or  
40 required by law. BROKER may not disclose to OWNER any confidential information regarding any other person  
41 BROKER represents or previously represented except as required by law.
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- 43 **2. LEASE PREPARATION/ADMINISTRATION AND MARKETING SET-UP FEES.** If a particular form of lease or  
44 specific lease terms are required by any condominium, homeowner's association, or other entity, OWNER shall  
45 provide BROKER with the required lease. Otherwise, BROKER shall provide OWNER with an attorney-prepared  
46 lease and any extensions and renewals thereof. OWNER shall pay BROKER a lease preparation/administration  
47 fee of \_\_\_\_\_ and (\$\_\_\_\_\_) for each extension or renewal and coordination  
48 thereof.

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**3. ACCESS TO THE PROPERTY.**

a. **AUTHORIZING ACCESS.** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and lease of the Property, OWNER instructs BROKER to:

- 1. Access the Property at reasonable times.
- 2. Duplicate keys to facilitate convenient and efficient showings of the Property.

b. **SCHEDULING COMPANIES.** BROKER may engage the following companies to schedule appointments and to authorize others to access the Property: \_\_\_\_\_

\_\_\_\_\_

c. **KEY BOX.** A key box is a locked container placed on the Property that holds a key to the Property. A key box makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The key box is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in OWNER'S absence. Using a key box will probably increase the number of showings, but involves risks (for example; unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor the Multiple Listing Service (MLS) requires the use of a key box.

- 1. BROKER  **IS**  **IS NOT** authorized to place a key box on the Property.
- 2. If a Tenant occupies the Property during this Listing, OWNER will furnish BROKER a written statement signed by all Tenants, authorizing the use of a key box or BROKER may remove the key box from the Property.

d. **LIABILITY AND INDEMNIFICATION.** When authorizing access to the Property, Broker, other brokers, their associates, any key box provider, or any scheduling company are not responsible for personal injury or property loss to OWNER or any other person. OWNER assumes all risk of any loss, damage, or injury. Except for a loss caused by BROKER, OWNER will indemnify and hold harmless broker from any claim for personal injury, property damage, or other loss.

**4. LEASE REQUIREMENTS BY OWNER.** In response to inquiries from prospective Tenants and other brokers, BROKER may communicate the Listing price as the desired monthly rent and the following preferences or requirements by OWNER. The information is negotiable and does not bind OWNER to accept or reject any offer.

**5. OTHER TERMS REQUIRED BY OWNER.**

a. **Pets.**  not permitted  
 permitted with the following restrictions (size, weight, number, type): \_\_\_\_\_

- 1. If a pet is permitted, OWNER requires the Tenant to sign a pet agreement and requires:
  - A.  a pet deposit of not less than \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)
  - B.  the monthly rent to be increased by \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)
  - C.  a one-time, nonrefundable payment of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)
- 2. Pet violation charges (whether pet is permitted or not permitted):
  - A. an initial charge of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_); and
  - B. \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

b. **Security Deposit.** Not less than \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

Initials	
OWNER/ LANDLORD	OWNER/ LANDLORD

- 101 c. **Utilities.** Paid by:
- 102 Electric                    \_\_\_ OWNER                    \_\_\_ TENANT
- 103 Water                     \_\_\_ OWNER                    \_\_\_ TENANT
- 104 Gas                        \_\_\_ OWNER                    \_\_\_ TENANT
- 105 Sewer                     \_\_\_ OWNER                    \_\_\_ TENANT
- 106 Cable                    \_\_\_ OWNER                    \_\_\_ TENANT
- 107 Phone                    \_\_\_ OWNER                    \_\_\_ TENANT
- 108 Alarm                    \_\_\_ OWNER                    \_\_\_ TENANT
- 109 Trash                     \_\_\_ OWNER                    \_\_\_ TENANT
- 110 Other \_\_\_\_\_        \_\_\_ OWNER                    \_\_\_ TENANT
- 111 Other \_\_\_\_\_        \_\_\_ OWNER                    \_\_\_ TENANT

112 d. **Occupants.** Number of occupants permitted to occupy Property: \_\_\_\_\_

113 e. **Guests.** Number of guests permitted on Property: \_\_\_\_\_

114 f. **Number of days guests permitted on Property:** \_\_\_\_\_

115 g. **Vehicles.** Number of vehicles permitted on Property: \_\_\_\_\_

116 h. **Compensation.** Compensation due BROKER shall be due and payable at the time the Lease is signed unless OWNER and BROKER have agreed in writing to a different time and method of payment.

117 i. **Cooperation, Advertising.** OWNER hereby authorizes BROKER or his representative to advertise this listing and to place a "For Lease" sign or signs on the Property and to advertise, at BROKER'S discretion, the Property in any manner deemed wise by BROKER.

121 j. **Sales.** If BROKER also has a listing contract with OWNER for the sale of the real estate at the time of the execution of this rental listing agreement, if any Tenant procured by BROKER 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 BROKER, then OWNER agrees to pay BROKER compensation in accordance with the sales listing contract.

126 k. **Nondiscrimination.** This Property is offered without regard to the race, color, religion, sex, handicap, familial status, national origin or ancestry of any prospective Tenant.

127 l. **Lead-Based Paint Disclosure.**

- 129 1.  Owner represents and warrants that the sale or lease of the above Property is exempt from the disclosure obligations under 42 U.S.C. 4852d because
  - 131 A. the Property is not residential real property,
  - 132 B. the Property was construction in 1978 or later, or
  - 133 C. other (describe) \_\_\_\_\_
- 135 2.  The sale or lease of the Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d. (See Attached Lead-Based Paint Disclosure Form)
- 137 3.  Lead-Based Paint Disclosure Addendum is attached.

139 6. **BROKERAGE RELATIONSHIP DISCLOSURE.** OWNER acknowledges receiving (Check all applicable boxes):

- 141 a.  **Broker Disclosure Form (in Missouri) on or before the signing of the OWNER'S Agency Agreement, or upon the licensee obtaining any personal or financial information, whichever occurs first; OR,**
- 144 b.  **Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form" or Kansas "Brochure" needs to be read by all consumers.**

147 OWNER understands and agrees that BROKER can show the Property and obtain offers to lease from all prospective Tenants, including Tenants with whom BROKER has a brokerage relationship. BROKER shall notify OWNER and Tenant of BROKER'S intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**), to represent neither but to assist both the Tenant and OWNER (**Transaction Brokerage is available in both Kansas and Missouri**), or designate an agent for the Tenant and another to represent OWNER (**Designated Agency is available in both Kansas and Missouri**). OWNER also understands and agrees that as part of the marketing of the Property, BROKER will be showing Tenants properties other than the Property and providing Tenants with information on selling prices in the area. OWNER understands that BROKER may show alternative properties not owned by OWNER to prospects and may list competing properties for sale without breaching any duty or obligation to OWNER.

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- **Owner/Landlord Agency.** An OWNER'S agent represents OWNER only, so the Tenant may be either unrepresented or represented by another agent. The OWNER'S agent is responsible for performing the following duties: promoting the interests of OWNER with the utmost good faith, loyalty, and fidelity; protecting OWNER'S confidences, unless disclosure is required; presenting all offers in a timely manner; advising OWNER to obtain expert advice; accounting for all money and property received; disclosing to OWNER all adverse material facts about the Tenant that the agent knows; disclosing to the Tenant environmental hazards affecting the Property that are required to be disclosed, the physical condition of the Property or any material defects in the Property; any material limitation on OWNER'S ability to complete the contract. The OWNER'S agent has no duty to conduct an independent inspection of the Property for the benefit of the Tenant or to independently verify the accuracy or completeness of any statement by OWNER or any qualified third party.
- **Transaction Broker. (Kansas and Missouri).** OWNER acknowledges that BROKER may have Tenant clients who have retained BROKER to represent them in leasing property. If one of these clients becomes interested in making an offer to lease on the Property, BROKER would be in the position of representing the Tenant and OWNER in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With the informed consent of both OWNER and the Tenant, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers to lease and counter offers in a timely manner regardless of whether the Property is subject to a Contract for lease or a letter of intent; keeping the parties fully informed 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; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. 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: that a Tenant is willing to pay more than the stated lease price of the Property; that OWNER is willing to accept less than the asking price for the Property; what the motivating factors are for any party; that OWNER or a Tenant will agree to financing terms other than those offered or 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. **(A separate Transaction Broker Addendum must be signed by all parties when this arrangement is used.)**
- **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and responsibilities as the agent.
- **Disclosed Dual Agency. (Missouri only).** BROKER may have Tenant clients who have retained BROKER to represent them in connection with leasing property. If a Tenant represented by BROKER becomes interested in making an offer to lease on the Property, BROKER is in the position of representing both OWNER and the Tenant in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling agent. A Dual Agent shall be a limited agent for both OWNER and a Tenant and shall have the duties of OWNER'S or a Tenant's agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information: (1) is material to the transaction unless it is confidential information that has not been made public or, (2) becomes public by the words or conduct of the client to whom the information pertains or, (3) is obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that a Tenant is willing to pay more than the lease price as stated for the Property; that OWNER is willing to accept less than the asking price for the Property; what the motivating factors are for any client. 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 affiliate licensee against an action of wrongful conduct in any administrative or judicial proceeding or before a professional committee. **(A separate Disclosed Dual Agency Amendment must be signed by OWNER and the Tenant when this form of agency is used.)**

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- **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Tenant represented by BROKER or an OWNER represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. A Designated OWNER'S Agent will perform all of the duties of an OWNER'S Agent.

**If a Designated Agent is appointed to represent OWNER, OWNER understands and agrees that:**

1. The Designated Agent will perform all of the duties of an OWNER'S Agent and will be OWNER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
2. Another licensee with the BROKER may act as a Designated Agent for a Tenant in the sale of the Property.
3. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
4. If the Designated Agent for OWNER is also the Designated Agent of a Tenant who is interested in leasing the Property, the Designated Agent cannot represent both OWNER and Tenant. With the informed consent of both OWNER and Tenant, the Designated Agent may act as a Transaction Broker and assist the parties with the transaction without being an agent or advocate for the interests of either party.
5. If a Tenant who is represented by a Designated Agent of BROKER wants to see a property which was personally listed by the supervising broker, then the supervising broker, with the written consent of OWNER, may specifically designate an affiliated licensee who will act as the Designated Agent for OWNER.

**7. BROKERAGE RELATIONSHIPS CONFIRMATION.** Unless otherwise provided herein, **the OWNER authorizes the designated broker to cooperate with and compensate other designated brokers.**

OWNER consents to the following **(Check applicable boxes):**

- Yes  No OWNER consents to Owner/Landlord Agency.
- Yes  No OWNER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.
- Yes  No OWNER consents to Subagency.
- Yes  No OWNER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. **(Missouri only)**
- Yes  No OWNER consents to the appointment of a Designated Agent for OWNER. **(In Kansas, Supervising Broker acts as a Transaction Broker)**
- Yes  No OWNER consents to the appointment of a Designated Agent for a Tenant in sale of the OWNER'S Property. **(In Kansas, Supervising Broker acts as a Transaction Broker)**

OWNER has received a copy of the Agency Disclosure Brochure: Owner Initial \_\_\_\_\_

**8. BROKER'S AUTHORITY AND RESPONSIBILITIES.**

- a. BROKER will use reasonable efforts and act diligently to market the Property for lease, procure a Tenant, and negotiate the Lease of the Property, including:
  1. Marketing the Property at BROKER'S cost and expense unless otherwise specifically agreed upon elsewhere in this contract.
  2. Perform the terms of this Contract, exercise reasonable skill and care for OWNER, and promote the interests of OWNER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction BROKER, or as a Disclosed Dual agent **(Missouri only)**.
  3. Seek a price and terms acceptable to OWNER.

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4. Provide, at a minimum, the following services:
    - A. Accept delivery of and present to OWNER all offers and counter offers to lease Property;
    - B. Assist OWNER in developing, communicating, negotiating, and presenting offers to lease and notices that relate to the offers and the counter offers until a lease agreement is signed and all contingencies are satisfied or waived; and
    - C. Answer OWNER'S questions relating to the offers to lease, counter offers, notices, and contingencies.
  5. Disclose to OWNER all adverse material facts actually known (or should have known, in Missouri) by Broker about Tenant.
  6. Disclose to OWNER any facts known by BROKER which are omitted from or contradict any information included in a written report prepared by a qualified third party.
  7. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
  8. Keep all information about OWNER confidential unless: disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
  9. Disclose to all prospective Tenants all adverse material facts actually known by the BROKER, including but not limited to:
    - A. Any environmental hazards affecting the Property which are required by law to be disclosed;
    - B. The physical condition of the Property;
    - C. Any material limitation on OWNER'S ability to perform under the terms of the contract.
  10. Account in a timely manner for all money and property received.
- b. In addition to other authority granted by this Listing, BROKER may:
1. advertise the Property by means and methods as BROKER determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the internet.
  2. place a "For Lease" sign on the Property and remove all other signs offering the Property for sale or lease.
  3. furnish comparative marketing and lease information about other properties to prospective Tenants:
  4. disseminate information about the Property to other Brokers and to prospective Tenants, including applicable disclosures or notices that OWNER is required to make under law or a lease;
  5. Disclose the terms of a lease for the Property to other brokers, appraisers, or other real estate professionals;
  6. In response to inquiries from prospective Tenants and other brokers, disclose whether OWNER is considering more than one offer, provided that Broker will not disclose the terms of any competing offer unless specifically instructed by OWNER.
  7. Advertise, during or after this Listing ends, that BROKER "leased" the Property.
- c. BROKER is not authorized to execute any document in the name of or on behalf of OWNER concerning the Property.
9. **OBTAINING A CREDIT CHECK.** OWNER acknowledges, understands and agrees that the Credit Check and Tenant acceptance is the sole responsibility of the OWNER.

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- 311 **10. OWNER'S REPRESENTATIONS.** OWNER represents that:  
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313 a. OWNER has fee simple title to and peaceable possession of the Property and all its improvements and  
314 fixtures, unless rented, and the legal capacity to lease the Property;  
315 b. OWNER is not bound by a listing agreement with another broker for the sale, exchange, or lease of the  
316 Property that is or will be in effect during this Listing;  
317 c. Any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and  
318 ordinances;  
319 d. No person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or  
320 other agreement;  
321 e. There are not delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the  
322 Property;  
323 f. The Property is not subject to any court order;  
324 g. All information relating to the Property that OWNER provides to BROKER is true and correct to the best of  
325 OWNERS'S knowledge.  
326 h. There are no optional user fees for the use of common areas (for example; pool or tennis courts) in the  
327 Property's addition except: \_\_\_\_\_; and  
328 i. OWNER is not aware of a condition concerning the Property that materially affects the health or safety of an  
329 ordinary Tenant except: \_\_\_\_\_  
330 j. OWNER has not been notified by any City of County governmental agency, and is not aware that the Property  
331 is in a flood hazard area?  Yes  No  
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- 333 **11. OWNER AGREES.** OWNER agrees to:  
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335 a. Cooperate with BROKER to facilitate the showing, marketing and lease of the Property;  
336 b. Not rent, lease, or sell the Property during this Listing without BROKER'S prior written approval;  
337 c. Not negotiate with any prospective Tenant who may contact OWNER directly, but refer all prospective  
338 Tenants to BROKER, except when this is an Exclusive Agency Agreement;  
339 d. Not enter into a listing agreement with another BROKER for the sale, exchange, or lease of the Property to  
340 become effective during this Listing;  
341 e. Maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;  
342 f. Provide BROKER with copies of any leases or rental agreements pertaining to the Property and advise  
343 BROKER of Tenants moving in or out of the Property;  
344 g. Complete any disclosures or notices required by law or a lease of the Property; and  
345 h. Amend any applicable notices and disclosures if any material change occurs during this Listing.  
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- 347 **12. INVENTORY, DAMAGES, OR MISSING ITEMS.** OWNER shall provide any Tenant procured under this  
348 Agreement with a written inventory of personal items and furnishings left with Property. BROKER and its  
349 representatives are not responsible for damage to the premises or missing, switched out, lost or damaged items  
350 or furnishings under any circumstances, including but not limited to, theft, switching out of items, vandalism or  
351 negligence of Tenant(s), their guests or invitees or any third parties. In the event OWNER has missing, lost, or  
352 damaged items or furnishings, OWNER agrees to look solely to the Tenant for reimbursement or damages and  
353 agrees to hold BROKER and its representatives harmless from any such claims or damages.  
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- 355 **13. COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES, ASSESSMENTS, AND LOCAL LAWS  
356 AND ORDINANCES.** If the Property is governed by a condominium, homeowner's or other association  
357 ("Association"), OWNER shall be responsible for ensuring that any lease and tenancy complies with any  
358 applicable rules and regulations. OWNER agrees to pay all federal, state, and local taxes or assessments that  
359 are due or may become due as a result of the leasing or ownership of the Property. Upon commencement of this  
360 Agreement, OWNER shall provide BROKER with any Association application forms and a copy of all applicable  
361 covenants, rules, and regulations and shall promptly provide BROKER with any amendments or modifications  
362 thereto. OWNER acknowledges that governmental agencies have laws, rules, regulations and/or ordinances  
363 which may impact OWNER'S rental of the Property. OWNER agrees to seek appropriate legal advice regarding  
364 any such laws, rules, regulations and/or ordinances that may affect the rental of the Property and acknowledges

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365 that it is OWNER'S sole responsibility to comply with any such laws, rules, regulations, and ordinances. In the  
366 event that the BROKER or its representatives are cited or charged for any violation of any rule, regulation, or  
367 ordinance arising out of or relating to the Property, the rental or management thereof, OWNER shall defend,  
368 indemnify and hold BROKER and its representatives harmless from any such citation(s) or charges(s).  
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370 **14. LIMITATION OF LIABILITY.**

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- 372 a. BROKER is not responsible for the security of the Property nor for inspecting the Property on any periodic  
373 basis,
- 374 b. BROKER is not responsible or liable in any manner for personal injury to any person or for loss or damage to  
375 any person's real or personal property resulting from any act or omission not caused by BROKER'S  
376 negligence, including but not limited to injuries or damages caused by:
- 377 1. Other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the  
378 Property;
- 379 2. Acts of third parties (for example, vandalism or theft);
- 380 3. Freezing water pipes;
- 381 4. A dangerous condition on the Property; or
- 382 5. The Property's noncompliance with any law or ordinance.
- 383 c. OWNER agrees to protect, defend, indemnify, and hold BROKER harmless from any damage, costs,  
384 attorney's fees, and expenses that;
- 385 1. Are caused by OWNER, negligently or otherwise;
- 386 2. Arise from OWNER'S failure to disclose any material or relevant information about the Property, or;
- 387 3. Are caused by OWNER giving incorrect information to any person.  
388

389 **15. ADDENDA AND OTHER DOCUMENTS.** Addenda that are part of this Listing and other documents that OWNER  
390 may need to provide are:

- 391
- 392 a.  Lead-Based Paint Addendum
- 393 b.  Request for Information from an Owner's Association
- 394 c.  Information about Special Flood Hazard Areas
- 395 d.  Condominium Addendum to Listing
- 396 e.  Key box Authorization by Tenant
- 397 f.  Additional Disclosures (Including those Mandated by State or Federal Law)  
398

399 **16. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** \_\_\_\_\_  
400 \_\_\_\_\_  
401 \_\_\_\_\_  
402 \_\_\_\_\_  
403

404 **17. FRANCHISE DISCLOSURE.** (BROKER to check box only if applicable.)

- 405
- 406  BROKER is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has  
407 no legal liability for the actions of BROKER, despite its use of franchisor's trade name or insignia.  
408

409 **18. SIGNATURES.** This Rental Listing Agreement may be executed in multiple counterparts, each of which shall be  
410 deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this  
411 Agreement, a document signed and transmitted by facsimile machine or scanned image, such as a pdf, via e-  
412 mail, is to be treated as an original document. At the request of any party, the others will confirm facsimile or  
413 scanned image signatures by signing an original instrument. OWNER and BROKER expressly acknowledge and  
414 agree that changes to this Agreement may be made via the e-mail addresses set forth below. (Mark the e-mail  
415 address lines "N/A" or "Not Authorized" if not so authorized.)  
416

417 **19. EFFECTIVE DATE.** The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date  
418 adjacent to the signature of the last party so sign this Rental Listing Agreement or (specify if otherwise)  
419 \_\_\_\_\_.

Initials		
	OWNER/ LANDLORD	OWNER/ LANDLORD



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**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

By signing below, OWNER indicates that OWNER has ACCEPTED this Rental Listing Agreement and acknowledges receipt of one (1) copy hereof.

\_\_\_\_\_  
OWNER DATE BROKER DATE

\_\_\_\_\_  
OWNER DATE BROKER DATE

\_\_\_\_\_  
E-MAIL ADDRESS E-MAIL ADDRESS

\_\_\_\_\_  
E-MAIL ADDRESS E-MAIL ADDRESS

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