

CAPITAL AREA ASSOCIATION OF REALTORS



NON-EXCLUSIVE RIGHT TO MARKET RESIDENTIAL RENTAL



1 In consideration of the marketing services to be performed by _____,
2 ("Managing Broker"), and the marketing fee to be paid by _____,
3 ("Landlord"), the parties agree that Managing Broker shall have the non-exclusive right to market Landlord's
4 property as being available for residential rental(s) upon the following terms and conditions:
5

6 Property Address: _____
7

8 City: _____, Illinois Zip Code: _____
9

10 **1. Marketing Period.** The term of this Marketing Agreement shall be from _____,
11 _____ through 11:59 p.m. on _____, _____.
12

13 **2. Term of Lease and Monthly Rent (Check One):**

- 14 Landlord is seeking a Tenant to rent the Property for a period of _____ months at a monthly rent
15 of \$ _____.
- 16 Landlord is seeking a Tenant to rent the Property on a month to month basis at a monthly rent of \$
17 _____.

18
19 **3. Occupancy.** The Property will be available for occupancy on _____, _____.
20

21 **4. Marketing Fee.** Landlord agrees to pay Managing Broker a fee for professional marketing services equal to
22 _____.
23

24 **5. Scope of Managing Broker's Services.** The Landlord acknowledges that Broker is being retained solely for his
25 or her marketing expertise and unless expressly provided herein WILL NOT provide any additional services in
26 association with this Marketing Agreement including such services as accepting delivery of and presenting to the
27 client offers and counter-offers to lease the client's Property, assisting the client in developing, communicating,
28 negotiating, and presenting offers, counter-offers, and notices that relate to the offers and counter-offers or
29 answering the client's questions relating to the offers, counter-offers, notices, and contingencies.
30

31 **6. Authority to Market.** Broker is granted the non-exclusive right and authority to do all things deemed
32 necessary or desirable, in his or her sole discretion, to advertise, promote, and market the Property as being
33 available for residential rental(s), including without limitation: display of signs; and/or promotion of the Property
34 through any advertising media (including without limitation, print media, fact sheets, television programs, electronic
35 media, the Internet, blogs and social networking websites).
36

37 **7. Use of Listing Content; Intellectual Property License.** Landlord acknowledges and agrees that all
38 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives,
39 pricing information, and other copyrightable elements relating to the Property provided by Landlord to Managing
40 Broker or Managing Broker's agent (the "Landlord Marketing Content"), or otherwise obtained or produced by
41 Managing Broker or Managing Broker's agent in connection with this Agreement (the "Managing Broker Marketing
42 Content"), and any changes to the Landlord Marketing Content or the Managing Broker Marketing Content, may be
43 distributed, publicly displayed and reproduced. Landlord hereby grants to Managing Broker a non-exclusive,
44 irrevocable, worldwide, royalty free license to use, sub-license through multiple tiers, publish, display, and
45 reproduce the Landlord Marketing Content, to prepare derivative works of the Landlord Marketing Content, and to
46 distribute the Landlord Marketing Content or any derivative works thereof. Landlord represents and warrants to
47 Managing Broker that the Landlord Marketing Content, and the license granted to Managing Broker for the Landlord
48 Marketing Content, does not violate or infringe upon the rights, including any copyright rights, of any person or
49 entity. Landlord acknowledges and agrees that as between Landlord and Managing Broker, all Managing Broker
50 Marketing Content is owned exclusively by Managing Broker, and Landlord has no right, title or interest in or to any
51 Managing Broker Marketing Content. This license shall survive the termination of this listing agreement.
52

53 **8. The Landlord's Representations and Warranties.** (a) The Landlord holds legal title to the Property; (b) The
54 Property is not in foreclosure or in imminent threat of foreclosure. The Landlord is not in bankruptcy and/or if the
55 Landlord is in bankruptcy, the Landlord has so informed Managing Broker of same; (c) The Landlord represents that
56

1 there are no other listing agreements for the rental of the Property in effect as of the date of this Agreement; and
2 (d) The Landlord represents that any information furnished to Managing Broker in connection with the Property is
3 true, accurate and complete. The Landlord authorizes Managing Broker to disclose such information and print and/or
4 publish the same in connection with the performance of Managing Broker's services under this Agreement. The
5 Landlord further agrees to hold harmless and indemnify Managing Broker (or any licensee affiliated with Managing
6 Broker) for disclosure of any such information in connection with this Agreement.

7
8 **9. Broker Performance and Landlord Reporting Obligations.** Upon entering into a Lease or Rental
9 Agreement, Landlord agrees to notify Managing Broker of this fact and shall report the terms of the lease. By
10 entering into a Lease or Rental Agreement, Landlord thereby releases Marketing Broker from any further
11 responsibility under this agreement.

12
13 **10. Property Representation.** Landlord understands that the information which Landlord provides to Managing
14 Broker as marketing information will be used to advertise Landlord's property to the public, and it is essential that
15 this information be accurate. LANDLORD HAS EITHER REVIEWED THE RENTAL EXCHANGE INPUT SHEET AND
16 REPRESENTS THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF LANDLORD'S
17 KNOWLEDGE, OR LANDLORD UNDERSTANDS THAT HE/SHE HAS AN OBLIGATION TO PROVIDE ACCURATE,
18 TRUTHFUL INFORMATION ON THE RENTAL EXCHANGE INPUT SHEET AND HEREBY PROMISES TO FULFILL THIS
19 OBLIGATION.

20
21 **11. Broker Hold Harmless.** Landlord agrees to save and hold Managing Broker harmless from all claims,
22 disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from any incorrect
23 information or misrepresentation supplied by Landlord. Landlord acknowledges that Managing Broker is not
24 responsible for the condition or upkeep of Property during the term of this agreement nor is Managing Broker
25 responsible for damage to Property or theft of valuables.

26
27 **12. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO**
28 **REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE , COLOR,**
29 **RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL**
30 **HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM MILITARY**
31 **SERVICE, FAMILIAL STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN**
32 **RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL**
33 **FAIR HOUSING LAWS.**

34
35 **13. Modification.** This Agreement shall not be modified unless said modification is in writing and signed by all
36 parties to be bound by any such modification. Verbal modifications shall not be enforceable.

37
38 By signing below, the Landlord and Marketing Broker acknowledge that they have read and understand the entire
39 Agreement and the Landlord and Marketing Broker agree to all the terms, conditions and provisions hereof.

40
41 (signatures are required for all owners)

42
43 _____ Landlord: _____
44 Managing Broker

45
46 _____ Landlord: _____
47 By

48
49 _____ Address: _____
50 Date

51
52 _____
53 Phone

54 Phone: _____

55 Email: _____

56 Facsimile: _____

57 Date: _____