

ELIKA

NEW YORK

101 6th Ave, 9th Floor
New York, NY, 10013
T: 212-590-0540
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www.elikaassociates.com

Exclusive Rental Listing Agreement

Date:

Landlord's:

First and Last Name:

Landlord's Address:

City: New York **State:** NY **Zip Code:**

Phone:

Email:

Listing Information

Property Address:

Apt #

City: New York **State:** NY **Zip code:** 10011

of Rooms: _____ **# of Bedrooms:** _____ **# of Bathrooms:** _____

Listing Price: \$13,500

Dear

Through Gea Elika and _____ of our residential brokerage department, you have employed our firm as a real estate broker with the exclusive right to rent the above-captioned property. You represent that you have a legal right to rent the property.

This agreement shall become effective on the date you sign it, and continue in full force and effect through _____.

Our firm is authorized to offer the apartment for rent at the price of _____ per month.

We are authorized to solicit the cooperation of other licensed real estate brokers and to work with them on a cooperating basis to rent the above-captioned apartment. If the apartment is rented pursuant to this agreement, our commission to be paid solely by the renter shall be 15% percent of the first year's rent or 1 month. In the event another licensed real estate broker solicited by us is involved in the transaction, we shall pay the cooperating broker a commission by separate agreement with such broker.

If the renter purchases the property and any other property in connection therewith, including, without limitation, household furnishings and other personal property, and any garage and storage spaces, our firm will be recognized as the procuring broker of the sale and our commission to be paid by you shall be 3% percent of the

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total sale price. Payment of the commission shall be dispensed from the proceeds paid to the owner at the closing and shall be in the form of a certified check or attorney's check. If you willfully fail to close on the property, after the contract of sale is fully executed, then we shall be entitled to our full commission.

You represent that you are the property owner and possess either the title for or the proprietary lease and shares of stock allocated to the apartment.

During the term of this exclusive right, you agree to refer to us all inquiries, proposals, and offers received by you regarding the apartment, including, but not limited to, those from principals and other brokers, and you agree to conduct all negotiations with respect to the rental, sale, or other disposition of the property, exclusively through our firm.

Within three (3) business days of the expiration date, we shall deliver to you, in writing, a list of no more than six (6) prospective renters or purchasers, as the case may be, who inspected the property during the term of the exclusive agreement. If, within 30 days after the expiration date, a lease or contract of sale is signed with a purchaser on said list, Elika Associates shall be entitled to the commission provided for in this Agreement. This list is confidential and for your personal use only.

If the apartment is rented or sold to a person or entity you did not refer to us as required by this agreement, you agree to recognize us as the procuring broker in connection therewith and to pay us a commission equal to 7.5% percent of the first year's rent, as the case may be.

You hereby acknowledge that we have informed you of your obligations under the Lead Paid Disclosure law (42 U.S. C. 4852(d)) and that you are aware of the responsibility to ensure compliance therewith.

You agree and authorize Elika Associates and the exclusive agent mentioned herewith to advertise the said property in newspapers, periodicals, brochures, Exclusive Listings, rental schedules, hand-distributed circular and circularized mail matter, window displays, and all electronic media.

Unless otherwise instructed by you, upon obtaining a prospective tenant, we will obtain a basic credit check through a recognized credit agency, including a landlord/tenant court report, and provide it to you so you may determine whether to proceed with a lease.

This agreement shall bind and benefit the personal representatives, successors or assigned of the parties. This agreement may not be changed, rescinded, or modified except in writing, signed by both of us.

AGREED TO AND ACCEPTED

By:

Client Signature: _____ Date: _____

Date: _____

Gea Elika
Principal Broker / Elika Associates