



RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

1. PARTIES: The parties to this agreement (this Listing) are:

Landlord: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Broker: \_\_\_\_\_ Spencer Properties

Address: PO Box 10743

City, State, Zip: Austin TX 78766

Phone: 512-910-4408 Fax: \_\_\_\_\_

E-Mail: info@highfidelityproperties.com

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. PROPERTY: "Property" means the land described below, its improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

A. Land: Lot \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_ Addition, City of \_\_\_\_\_, in \_\_\_\_\_ County, Texas known as \_\_\_\_\_ (address/zip code), or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Non-Real Estate Items: Except for items excluded in Paragraph 2C, Landlord instructs Broker to market the Property with all its fixtures and improvements and the following non-real estate items:

\_\_\_\_\_

C. Exclusions: Landlord will remove the following: \_\_\_\_\_

\_\_\_\_\_

3. LISTING PRICE: Landlord instructs Broker to market the Property:

A. at a monthly rental of \$ \_\_\_\_\_ (Listing Price); and

B. for a lease term of not less than 12 months and not more than 24 months.

4. TERM:

A. This Listing begins on \_\_\_\_\_ and ends at 11:59 p.m. on \_\_\_\_\_.

B. If Landlord enters into a binding written lease for the Property before the date this Listing begins and the lease is binding on the date this Listing begins, this Listing will not commence and will be void.

**5. BROKER COMPENSATION:**

A. When earned and payable, Landlord will pay Broker:

- (1) 100 % of one full month's rent to be paid under a lease of the Property.
- (2) \_\_\_\_\_ % of all rents to be paid under a lease of the Property.
- (3) \_\_\_\_\_.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Landlord agrees to lease or rent the Property to anyone at any price and on any terms, whether by written or oral agreement or option;
- (2) Broker individually or in cooperation with another broker procures a tenant ready, willing, and able to lease the Property at the Listing Price for a term stated in Paragraph 3 or at any other price or term acceptable to Landlord; or
- (3) Landlord breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends, at the earlier of:

- (1) the time Landlord and any tenant agree to lease or rent the Property;
- (2) Landlord's refusal to lease the Property after Broker's compensation has been earned;
- (3) Landlord's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

D. Other Compensation:

(1) Compensation for Renewal: If Landlord renews or extends a lease or rental agreement with a tenant procured under this Listing, Landlord, at the time the renewal or extension begins, will pay Broker the amount described below. This Paragraph 5D(1) survives termination of this Listing.

- (a) \_\_\_\_\_ % of one full month's rent to be paid under the renewal or extension.
- (b) \_\_\_\_\_ % of all rents to be paid under the renewal or extension.
- (c) 0 \_\_\_\_\_.

(2) Compensation for a Sale:

(a) If Landlord agrees to sell the Property, by written or oral agreement or option, to a tenant procured under this Listing not later than the time the tenant vacates the Property, Landlord will, at the time the sale closes, pay Broker:

- (i) \_\_\_\_\_ % of the sales price.
- (ii) N/A \_\_\_\_\_.

(b) If Landlord sells or agrees to sell the Property during the term of this Listing, Landlord will pay Broker the amount specified in Paragraph 5D(2)(a) at the time the sale closes.

(3) Service Providers: If Broker refers Landlord or a prospective tenant or buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Other Fees: Any application fee or administrative fee paid to the Broker is retained by the Broker.

(5) Reimbursable Expenses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for \_\_\_\_\_ days.
- (2) Not later than 10 days after this Listing ends, Broker may send Landlord written notice specifying the names of persons whose attention was called to the Property during this Listing. If Landlord agrees to lease or sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Landlord will, at the time Landlord agrees to lease or sell the Property, pay Broker the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
  - (a) Landlord agrees to lease, rent, or sell the Property during the protection period;
  - (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the lease, rental, or sale is negotiated; and
  - (c) Landlord is obligated to pay the other broker a fee for the lease, rental, or sale.

F. County: All amounts payable to Broker are to be paid in cash in Travis \_\_\_\_\_ County, Texas.

6. **LISTING SERVICES:**

A. Filing: Landlord instructs Broker as follows: *(Check 1 or 2 only.)*

- (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*
  - (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Landlord authorizes Broker to submit information about this Listing and the lease of the Property to the MLS.
  - (b) Landlord instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until \_\_\_\_\_ days after the date this Listing begins for the following purpose(s): \_\_\_\_\_

(NOTE: Do not check if prohibited by MLS(s).)

**Notice:** MLS rules require Broker to accurately and timely submit all information the MLS requires including leased or sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

- (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

**Notice:** Landlord acknowledges and understands that if this option is checked: (1) Landlord's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their tenant clients may not be aware that Landlord's Property is offered for lease; (2) Landlord'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) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Landlord is marketing the Property.

- B. Listing Content: If Broker files this Listing under Paragraph 6A(1)(a) or (b), the parties agree to the following:
- (1) Definitions:
    - (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
    - (b) "Landlord Listing Content" means Listing Content provided by Landlord to Broker or Broker's associates.
    - (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.
  - (2) Landlord grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Landlord Listing Content, to prepare derivative works of the Landlord Listing Content, and to distribute the Landlord Listing Content, including any derivative works of the Landlord Listing Content. This Paragraph 6B(2) survives termination of this Listing.
  - (3) All Broker Listing Content is owned exclusively by Broker, and Landlord has no right, title or interest in or to any Broker Listing Content.
  - (4) Landlord understands and agrees that both the Landlord Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

## 7. 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, Landlord instructs Broker to:
- (1) access the Property at reasonable times;
  - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to enter the Property at reasonable times; and
  - (3) 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: \_\_\_\_\_ **N/A** \_\_\_\_\_.
- C. Keybox: **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Landlord's absence. Using a keybox 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 MLS requires the use of a keybox.**
- (1) Broker  is  is not authorized to place a keybox on the Property.
  - (2) If a tenant occupies the Property at any time during this Listing, Landlord will furnish Broker a written statement (for example, TXR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.
- D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Landlord or any other person. Landlord assumes all risk of any loss, damage, or injury.

**Except for a loss caused by Broker, Landlord will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

**8. COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective tenants. Broker will offer to pay the other broker a fee as described below if the other broker procures a tenant that leases the Property.

A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): 30 % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ \_\_\_\_\_; and
- (2) if the other broker is a subagent (*complete only one*): \_\_\_\_\_ % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ 0.00.

B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): \_\_\_\_\_ % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ 0.00; and
- (2) if the other broker is a subagent (*complete only one*): \_\_\_\_\_ % of one month's rent to be paid under a lease; \_\_\_\_\_ % of all rents to be paid under a lease; or \$ 0.00.

**9. INTERMEDIARY:** (*Check A or B only.*)

A. Intermediary Status: Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospective tenant who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospective tenant or buyer who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospective tenant or buyer to the prospective tenant or buyer for the same purpose.
- (2) If a prospective tenant or buyer who Broker represents is serviced by the same associate that is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective tenant or buyer; and (b) appoint the associate servicing the Landlord under this Listing to Landlord for the same purpose.
- (3) Broker may notify Landlord that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. No Intermediary Status: Landlord agrees that Broker will not show the Property to prospective tenants or buyers who Broker represents.

**Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- ♦ **may not disclose to the prospective tenant or buyer that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord;**
- ♦ **may not disclose to Landlord that the prospective tenant or buyer will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a separate writing by the prospective tenant or buyer;**

- ♦ **may not disclose any confidential information or any information Landlord or the prospective tenant or buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- ♦ **may not treat a party to the transaction dishonestly; and**
- ♦ **may not violate the Real Estate License Act.**

**10. CONFIDENTIAL INFORMATION:** During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Landlord except as authorized by Landlord or required by law. Broker may not disclose to Landlord any confidential information regarding any other person Broker represents or previously represented except as required by law.

**11. BROKER'S AUTHORITY:**

- 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.
- B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked.
  - (1) Landlord does not want this Listing to be displayed on the Internet.
  - (2) Landlord does not want the address of the Property to be displayed on the Internet.

**Notice: Landlord understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.**

- C. 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 Landlord is required to make under law or a lease;
  - (5) accept and deposit money for security deposit(s), application fees, and rent in trust in accordance with a lease for the Property and to make authorized deductions and offsets from such money for Broker's compensation, reimbursements, and other authorized purposes;
  - (6) disclose the terms of a lease for the Property to other brokers, appraisers, or other real estate professionals;
  - (7) in response to inquiries from prospective tenants and other brokers, disclose whether Landlord is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Landlord);
  - (8) advertise, during or after this Listing ends, that Broker "leased" the Property; and
  - (9) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).
- D. Make Ready:
  - (1) Broker may not arrange for contractors to make repairs or alterations to the Property.

- (2) Broker may arrange for contractors to make repairs or alterations to the Property. The total cost of repairs or alterations may not exceed \$\_\_\_\_\_, unless Landlord consents to any excess. Unless this agreement limits Broker’s discretion otherwise, Broker will use Broker’s best judgment in selecting contractors and determining the repairs or alterations to be made. Landlord will:
  - (a) pay the contractors directly and pay Broker a service fee of \_\_\_\_\_ upon receipt of the contractors’ and Broker’s invoices.
  - (b) reimburse Broker for the costs Broker incurs for any repairs or alterations and pay Broker a service fee of \_\_\_\_\_ upon receipt of Broker’s invoice.
  
- E. Broker is not authorized to execute any document in the name of or on behalf of Landlord concerning the Property.

**12. LANDLORD’S REPRESENTATIONS:** Except as provided by Paragraph 15, Landlord represents that:

- A. Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- B. Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Landlord is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except \_\_\_\_\_;
- F. Landlord is not aware of any liens or other encumbrances against the Property, except \_\_\_\_\_;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord’s knowledge;
- I. there are no optional user fees for the use common areas (for example, pool or tennis courts in the Property’s addition except: \_\_\_\_\_);
- J. Landlord is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant except: \_\_\_\_\_;  
\_\_\_\_\_  
\_\_\_\_\_;
- and
- K. the Landlord Listing Content, and the license granted to Broker for the Landlord Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

**13. LANDLORD’S ADDITIONAL PROMISES:** Landlord agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent, lease, or sell the Property during this Listing without Broker’s prior written approval;
- C. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker’s prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a lease of the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and

- I. disclose any restrictions in Landlord's insurance on the property that affects Tenant's use of property (for example prohibitions of trampolines, aggressive animals, or above-ground pools).

**14. LIMITATION OF LIABILITY:**

- A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property or for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
  - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
  - (2) other brokers or their associates who may have information about the Property on their websites;
  - (3) acts of third parties (for example, vandalism or theft);
  - (4) freezing water pipes;
  - (5) a dangerous condition on the Property;
  - (6) the Property's non-compliance with any law or ordinance; or
  - (7) Landlord, negligently or otherwise.
- C. Landlord agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**
  - (1) are caused by Landlord, negligently or otherwise;
  - (2) arise from Landlord's failure to disclose any material or relevant information about the Property; or
  - (3) are caused by Landlord giving incorrect information to any person.

**15. SPECIAL PROVISIONS:**

**16. DEFAULT:** If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If Landlord breaches this Listing and has not leased the Property, the Listing Price will be the monthly rent and the term will be 12 months for purposes of computing Broker's compensation. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.

**17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

**18. ATTORNEY'S FEES:** If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**19. ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Landlord may need to provide are:

- A. Information About Brokerage Services;
- B. Addendum Regarding Lead-Based Paint (required if Property was built before 1978);
- C. Request for Information from an Owners' Association;
- D. Information about Special Flood Hazard Areas;



- E. Condominium Addendum to Listing;
- F. Keybox Authorization by Tenant; and
- G. Information about On-Site Sewer Facility
- H. IRS Form W-9
- I. Owner's Authorization Concerning Unescorted Access to Property
- J. General Information for Landlord Regarding Assistance Animals
- K. \_\_\_\_\_

**20. LEASE REQUIREMENTS BY LANDLORD:** 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 Landlord. The information is negotiable and does not bind Landlord to accept or reject any offer.

- A. Monthly Rent: Due on the  first day of the month  \_\_\_\_\_.
- B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the 3rd day after the date on which rent is due.
  - (1) Initial Late Charge:  (a) \$ 100.00;  (b) \_\_\_\_\_% of one month's rent.
  - (2) Additional Late Charges: \$ 25.00 per day thereafter.
- C. Pets:  not permitted  permitted with the following restrictions (*size, weight, number, type*): \_\_\_\_\_  
 \_\_\_\_\_  
 (1) If a pet is permitted, Landlord requires the tenant to sign a pet agreement and requires:
  - (a) a pet deposit of \$ 500.00 in addition to the security deposit.
  - (b) the monthly rent to be increased by \$ \_\_\_\_\_.
  - (c) a one-time, non-refundable payment of \$ \_\_\_\_\_.
 (2) Pet violation charges (whether pet is permitted or not permitted): (a) an initial charge of \$ 500.00; and (b) \$ 100.00 per day thereafter.
- D. Security Deposit: \$ \_\_\_\_\_
- E. Utilities: All utilities to be paid by Tenant except: \_\_\_\_\_
- F. Guests: Number of days guests permitted on Property: 7
- G. Vehicles: Number of vehicles permitted on Property: \_\_\_\_\_
- H. Trip Charge: \$ \_\_\_\_\_ 100.00
- I. Keybox: Authorized during last 60 days of lease; Early Withdrawal Fee \$ \_\_\_\_\_
- J. Inventory and Condition Form: To be delivered within 7 days
- K. Yard: To be maintained by:  Landlord;  Tenant;  a contractor chosen and paid by Tenant; or  \_\_\_\_\_ (contractor) paid by Tenant
- L. Pool/Spa: To be maintained by:  Landlord;  Tenant;  a contractor chosen and paid by Tenant;  \_\_\_\_\_ (contractor) paid by Tenant; or  \_\_\_\_\_
- M. Repairs: Emergency phone number for repairs: \_\_\_\_\_  
Appliances or items that will not be repaired: \_\_\_\_\_
- N. Special Provisions: \_\_\_\_\_  
\_\_\_\_\_
- O. Assignment, Subletting and Replacement Tenant Fees:
  - (1) If procured by tenant:  (i) \$ \_\_\_\_\_; or  (ii) 100% of one month's rent.

(2) If procured by landlord:  (i) \$\_\_\_\_; or  (ii) \_\_\_\_% of one month's rent.

P. Other: \_\_\_\_\_  
\_\_\_\_\_

## 21. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Landlord's obligation to pay Broker earned compensation is binding upon Landlord and Landlord's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Landlords executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Severable Clauses: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- F. Controlling Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

## 22. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Landlord to review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Landlord to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- E. **Broker advises Landlord to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective tenants without their knowledge or consent. Landlord should be aware that a prospective tenant might photograph or otherwise record the Property without Landlord's knowledge or consent.**
- F. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Landlord.**







## GENERAL INFORMATION FOR LANDLORD REGARDING ASSISTANCE ANIMALS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2018

**In the event you receive a reasonable accommodation request for an assistance animal, the following information may assist you in handling and evaluating such a request.**

### THE FAIR HOUSING ACT.

*General.* The federal Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status and disability (handicap).

*Exemptions.* The Fair Housing Act prohibits discrimination in most types of housing, but there are exemptions. In some circumstances, the Act exempts:

- **Owner-occupied buildings with no more than four units.** Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence;
- **Single-family housing sold or rented without the use of a broker.** The sale or rental of any single-family house by an owner, provided the following conditions are met: (i) the owner does not own or have any interest in more than three single-family houses at any one time;(ii) the house is sold or rented without the use of a real estate broker, agent, or salesperson or the facilities of any person in the business of selling or renting dwellings; and (iii) if the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption applies only to one such sale in any 24-month period.
- **Housing operated by certain organizations and private clubs that limit occupancy to members.** See 42 U.S.C. 3603, 3607 and 24 C.F.R. § 100.10 for more details.

*Enforcement.* At the federal level, the U.S. Department of Housing and Urban Development (HUD) administers and enforces the federal Fair Housing Act. The Fair Housing Act provides that if the state or city has adopted similar fair housing laws, fair housing complaints will be referred to the state or city for enforcement. At the state level, the Texas Workforce Commission, Civil Rights Division, administers and enforces the Texas Fair Housing Act, which is virtually identical to the federal act.

### DEFINITIONS.

*Assistance Animal.* An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. An assistance animal is not considered a pet. Under the Fair Housing Act, an assistance animal does not need to be trained or certified, and can be any type of animal.

*Disability.* Under the Fair Housing Act, “disability” or “handicap” means a person with physical or mental impairment which substantially limits one or more of a person’s major life activities, a record (history) of the impairment, or being regarded as having the impairment.

*Major Life Activities.* “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

**REASONABLE ACCOMMODATION.** Discrimination against a person with a disability includes refusing to make a reasonable accommodation in rules, policies, practices, or services, when

such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.

If you prohibit pets in your rental property or impose other restrictions or conditions related to pets and other animals, a reasonable accommodation request may include a request to live with and use an assistance animal.

Generally, such a request must be granted, unless: (i) the person seeking to use and live with the animal does not have a disability; (ii) the person seeking to use and live with the animal does not have a disability-related need for the assistance animal; (iii) the request would impose an undue financial and administrative burden on you; (iv) the request would fundamentally alter the nature of your operations; (v) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or (vi) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. If you refuse a requested accommodation for one of these reasons, you should discuss with the person whether there is an alternative reasonable accommodation that would effectively address the person's disability-related needs.

**REQUESTING ADDITIONAL INFORMATION.** Once a reasonable accommodation request has been made, you may be able to ask for additional information; however, this depends on whether the person's disability or the disability-related need for the assistance animal is readily apparent or known.

- **If the person's disability is obvious, or otherwise known to you, and if the need for the requested accommodation is also readily apparent and known**, then you may not request any additional information about the person's disability or the need for the accommodation.
- **If the person's disability is known or readily apparent, but the need for the accommodation is not readily apparent or known**, you may request only information that is necessary to evaluate the disability-related need for the accommodation.
- **If a disability is not obvious**, you may request reliable disability-related information that: (i) is necessary to verify that the person meets the Fair Housing Act's definition of disability; (ii) describes the needed accommodation; and (iii) shows the relationship between the person's disability and the need for the requested accommodation.

Reliable documentation or information may include verification from a doctor, or other medical professional, a peer support group, or a reliable third party who is in a position to know of the individual's disability. The documentation is sufficient if it establishes that the person has a disability and that the animal will provide some type of disability-related assistance or emotional support. You may not ask an applicant or tenant to provide access to medical records or medical providers, or provide detailed or extensive information or documentation of a person's physical or mental impairments.

**PET DEPOSITS OR OTHER PET FEES.** Any required pet fees, like a pet deposit, may not be applied to assistance animals. A reasonable accommodation request for an assistance animal cannot be conditioned on the payment of such a fee. However, the person is responsible for any damage to the property caused by the assistance animal, excluding normal wear and tear, and all reasonable costs associated to repair the property, if this is your practice to assess tenants for any damage they cause.

**BREED, SIZE, AND WEIGHT RESTRICTIONS.** Breed, size, and weight restrictions do not apply to assistance animal. A decision that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on that animal's actual conduct and not simply on (i) fear about harm or damage an animal may cause or (ii) evidence of harm or damage other animals have caused.

**INSURANCE POLICY.** In some cases, an insurance policy may contain restrictions, conditions, or prohibitions on the types of animals or breeds in a property. If a request for an assistance animal in your property would violate your insurance policy, this may entitle you to refuse the request. If your insurance carrier would either cancel the insurance policy, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden. However, the HUD investigator will verify such a claim with the insurance company directly and consider whether comparable insurance, without the restriction, is available in the market.

**Broker cannot give legal advice. In the event you need further information or wish to deny a request for an assistance animal, you should CONSULT AN ATTORNEY.**

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information.

**Spencer Properties**

\_\_\_\_\_  
Broker's Printed Name

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Broker's Associate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

**Abigail Lipson**



## Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Spencer Properties</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>360978</u> License No.	<u>bill.spencerproperties@gmail.com</u> Email	<u>(512)577-7220</u> Phone
<u>Spencer Properties</u> Designated Broker of Firm	<u>360978</u> License No.	<u>bill.spencerproperties@gmail.com</u> Email	<u>(512)577-7220</u> Phone
<u>Spencer Properties</u> Licensed Supervisor of Sales Agent/ Associate	<u>360978</u> License No.	<u>bill.spencerproperties@gmail.com</u> Email	<u>(512)577-7220</u> Phone
<u>Abigail Lipson</u> Sales Agent/Associate's Name	<u>667288</u> License No.	<u>abigail@highfidelityproperties.com</u> Email	<u>512-910-4408</u> Phone

Buyer/Tenant/Seller/Landlord Initials

Date