

EXCLUSIVE RIGHT TO RENT

A) **AUTHORIZATION:** Client, having the right and power to act for the owner of the following described property (the Property), hereby authorizes FASS Management Real Estate (FMRE) and the undersigned licensee(s) (Designated Licensee) to offer the following Property for rent at the price and terms stated below:

B) **ADDRESS:** _____, Ohio _____
(Street Address) (Municipality) (Zip)

C) **RENTAL TERMS:** Term: _____ (months) Rent: \$ _____ (per month)
Security Deposit: \$ _____ Number of Occupants: _____

Pets Allowed? Yes No If yes, number and type: _____

Client agrees to supply and/or pay for the following: Real Estate Taxes Insurance
 Sewer and Water Electric, Gas, Heating Oil

D) **EXCLUSIVE RIGHT TO RENT:** In consideration of FASS Management Real Estate's efforts to locate a Tenant, Client hereby grants to FASS Management Real Estate the sole and exclusive right to tent the Property from this date through midnight on ____/____/____ (the "Exclusive Period"). Client agrees to refer to FASS Management Real Estate all brokers or prospects during the period of this Exclusive Agreement or any extension hereof. Client agrees that Client will provide and enter into a written lease for the Property with terms acceptable to Client if a tenant is secured.

If the lease or occupancy of the Property is for a period of one (1) year or less during the term hereof at the price and terms stated, or at such other price and terms as are acceptable to Client, then Client agrees to pay FASS Management Real Estate a commission equal to one (1) month's rent upon the earlier of either execution of such lease or occupancy. Otherwise, the commission due upon the earlier of either execution of a lease or occupancy of the Property as described herein is renewed or extended for a period(s) beyond the original term of such lease or occupancy, then Client hereby agrees to pay FASS Management Real Estate a commission of ten percent (10%) of the aggregate rent payable for the Property for the duration of such renewal(s) or extension(s).

If Client enters into any agreement for the lease or occupancy of the Property within six (6) months after this Exclusive Agreement (or any extension hereof), then Client agrees to pay the commission described above if the tenant had contact with FASS Management Real Estate to discuss the lease of the Property during the term hereof and Client was advised or knew of such contact. However, Client shall not be obligated to pay said commission if Client enters into an exclusive listing agreement with another licensed real estate broker during such six month protection period, and a lease or occupancy agreement with respect to the Property is made during the six month period. If a sale or other transfer of the Property is made to any Tenant procured pursuant hereto within two (2) years after the date hereof, then FASS Management Real Estate shall be paid a commission by Client equal to 7% of the first \$100,000 of the purchase price and 5% of the balance, if any, of the purchase price.

E) **MARKETING AND COOPERATION:** FASS Management Real Estate shall offer cooperation to tenants' agents who are affiliated with FASS Management Real Estate and tenants' brokers who are REALTOR® members of the Multiple Listing Services. FASS Management Real Estate reserves the right to determine, at its sole discretion, with which real estate brokers it will cooperate and the share of its commission that it will offer to cooperating brokers. The Property will be entered into one or more of the following Multiple Listing Services by FASS Management Real Estate subject to the rules and regulations of the Multiple Listing Services: Northern Ohio Regional (including Cuyahoga, Lake, Geauga, Lorain, and Medina counties); Centralized Real Estate Information Service (including Youngstown, Stark, Akron, Portage, Tuscarawas, Coshocton, and Warren areas); Wayne-Holmes, and such other services as may be appropriate.

In consideration for FASS Management Real Estate's efforts to locate a tenant, Client grants to FASS Management Real Estate the sole and exclusive right to publish and to grant to others the right to publish and disseminate any and all descriptive information about the Property, including without limitation print, video, audio, photographic, and electronic descriptions via the Internet, and Client acknowledges that the same will become the sole and exclusive property of FASS Management Real Estate.

