



## **PRIVATE OWNER TENANT REFERRAL AGREEMENT**

1. **THE PARTIES.** This Private Owner Tenant Referral Agreement (the "Agreement") made on \_\_\_\_\_ (mm/dd/yyyy), is between:

**Seller**

Seller Name: \_\_\_\_\_ (the "Seller"), with a mailing address of

Street \_\_\_\_\_

City: \_\_\_\_\_, State of \_\_\_\_\_.

**AND**

**Lease Phoenix (the "Broker"), of The Virtual Realty Group (the "Agency")**, with a mailing address of 7838 E. Hampton Ave., Mesa, State of Arizona. Collectively, the Seller and Agency shall be referred to as the "Parties."

If for any reason the Broker is not able to fulfill their duties under the terms and conditions of this Agreement, another broker from the Agency may be appointed during the term of this Agreement.

2. **REAL PROPERTY.** The real property, that is the subject of this Agreement, is located at the street address of \_\_\_\_\_.

a) **Legal Description.**

Tax Map/Lot: \_\_\_\_\_

Deed Book/Page: \_\_\_\_\_

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

b) **Fixtures.**

The Seller agrees that all fixtures shall be included as part of the rental,

EXCEPT: \_\_\_\_\_.

c) **Personal Property.**

The Seller agrees that ONLY the following personal property shall be included as part of the rental

\_\_\_\_\_.

The aforementioned real property, personal property, and included fixtures shall hereinafter be referred to as the "Property."



d) **Utilities.**

Utilities as follows will be paid by the Tenant:

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**3. RIGHTS TO LEASE.** The Seller grants the Agency:

**Exclusive Agency:** The exclusive agency right to lease, trade, convey, or exchange the Property during the Listing Period in accordance with the terms and conditions set forth in this Agreement. The Seller hereby appoints the Agency as the exclusive agent and to represent the Seller as their client ONLY if a potential Tenant is produced by the Agency. The Seller retains the right to lease the Property directly, on their own behalf, with no referral fee due to the Agency.

- 4. RENTAL PRICE.** Under the terms of this Agreement, the Seller hereby grants the Agency rights to lease the Property, including any Personal Property, for the following amount:  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Rental Price") per month.

- 5. PERIOD OF AGREEMENT.** This Agreement shall start on \_\_\_\_\_ (mm/dd/yyyy) (the "Effective Date"), and end on \_\_\_\_\_ (mm/dd/yyyy) at 12:00 midnight (the "Listing Period"), unless the expiration date is extended in writing.

- a. **Listing Period Extension.** The Referral Fee shall be due if the Property is leased, conveyed, exchanged, optioned, or otherwise transferred within 90 days (the "Extension Period") after the expiration of the Listing Period to anyone with whom the Broker or the Agency has negotiated. The term "negotiation" shall include providing information about the Property, showing the Property, or presenting an offer on the Property. All rights under this Section shall terminate upon the expiration of the Extension Period.

- 6. REFERRAL FEE.** The Agency, as compensation for finding a Tenant that is ready, willing, and able to lease the Property upon the terms and conditions mentioned herein or at any price or terms acceptable to the Seller, shall receive:

**Fixed Payment Referral Fee:** A fixed payment in the amount of one (1) month's rent (the "Referral Fee").

The Referral Fee is due and payable at lease signing by the Seller. The amount or rate of real estate commissions is not fixed by law. The commission is set by each Broker individually and may be negotiable between the Seller and the Broker.

a. **Leasing.**

The lease term shall be defined as the period between the start and end dates listed in the rental agreement, not including any renewal period(s). If the Tenant agrees to rent the Property on a month-to-month basis, the Agency shall still be due the equivalent of one (1) month's rent (the "Referral Fee").

- b. **Lease Type.** The Seller agrees to convey the Property by written lease.

- c. **Ready, Willing, and Able Tenant.** Under this Agreement, the Referral Fee shall

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be owed to the Agency if a ready, willing, and able Tenant is produced and refused by the Seller. The definition of a ready, willing, and able tenant shall include, but not be limited to, a lease contract that meets or exceeds the Rental Price and does not contain contingencies or terms that are unreasonable or outside of industry standards. The Seller has an obligation to negotiate all offers presented by the Agency in "good faith."

- d. **Litigation.** If a suit is brought against the Seller to collect compensation provided herein, or if the Agency successfully defends any action brought against the Broker by the Seller relating to this Agreement or under any lease contract relating to the Property, and the Agency prevails, the Seller agrees to pay all costs incurred by the Agency in connection with such action, including reasonable attorneys' fees.

7. **COOPERATION WITH OTHER AGENTS AND AGENCIES.** The Seller agrees that the Agency may engage other licensed real estate agents (the "Secondary Licensee") to assist in marketing the Property and may share its Referral Fee, as determined solely by the Agency. During the Listing Period, should a Secondary Licensee represent a Tenant whose offer to lease the Property is accepted by the Seller, then that Secondary Licensee shall be entitled to a commission of fifty percent (50%) of the Referral Fee, provided the Tenant completes the transaction.
8. **DISCLOSED DUAL AGENCY.** Due to certain events, the Broker may be required to act as the only party involved between the Seller and a Tenant to facilitate the transaction between the parties. Under such circumstance, the Broker shall disclose to the Seller their intention to act as a disclosed dual agent or similar role. If a Tenant is procured by the Broker, or by a Secondary Licensee in the same Agency as the Broker, the Seller consents to the Broker acting in such a role. While performing this role, the Broker agrees to conduct themselves in a manner that does not adversely affect the Seller or Tenant in any way, including, but not limited to, stating the Seller is willing to lease for a lesser price than the Rental Price, stating the Tenant is willing to pay more than an offer that is made or suggested, or disclosing any type of financial information that would negatively affect the other party.

The Seller has read this Section and fully comprehends and understands the concept of Disclosed Dual Agency under the laws of the State of Arizona.

**Therefore, the Seller hereby agrees to: (check one)**

- ☐ - **ALLOW** Disclosed Dual Agency.
- ☐ - **NOT ALLOW** Disclosed Dual Agency.

9. **MARKETING THE PROPERTY.** In an effort to properly and efficiently market the Property, the Seller grants the following permissions to the Agency: (Initial ALL That Apply)

- \_\_\_\_\_ - **Advertise the Property.**
- \_\_\_\_\_ - **Use the Property's street address when advertising the Property.**
- \_\_\_\_\_ - **Allow third (3<sup>rd</sup>) party websites to create estimated market values of the Property.**
- \_\_\_\_\_ - **Allow the Agency to disclose the existence of other offers on the Property.**
- \_\_\_\_\_ - **Publish any and all Property information electronically or in print. This**

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includes, but is not limited to, the Multiple Listing Service (MLS), real estate websites, newspapers, etc.

- \_\_\_\_\_ - **Place a lockbox or key box on the Property.** The Seller shall hold harmless the Agency and all cooperating licensees from all responsibility and liability resulting from any loss, damage, or theft which might occur while the Property is listed by the Agency under this Agreement.
- \_\_\_\_\_ - **Authorize a "For Rent" Sign on the Property.**
- \_\_\_\_\_ - **Photography Services.** The Seller hereby authorizes the Agency to take interior and exterior photos and videos of the Property (the "Photographic Services"). Such photographs and videos shall be permitted to be digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including, but not limited to, Multiple Listing Services, television, internet marketing, publications, and any other means to advertise the Property to aid in the marketing of the Property. The Seller agrees to limit the use of the photos or videos generated from the Photographic Services to personal use and may not be used for commercial purposes.
  - a. **Waiver of Liability.** The Seller hereby waives, acquits, and forever releases, and agrees to defend and hold harmless, the Agency, its officer(s), director(s), employee(s), contractor(s), associate(s), and representative(s) from any responsibility or liability whatsoever concerning any photos or videos generated from the Photographic Services or their distribution.

**10. AGENCY DISCLOSURE.** The Seller recognizes that, under this Agreement, a relationship has been established between the Seller and the Agency. The Agency's policy regarding other agents, specifically those not represented by the Agency, includes, but is not limited to, cooperating with other agencies acting as Tenant's agents, sharing compensation with Tenant's agents, and paying other agencies in the same manner representing their Tenant.

**11. NON-REFUNDABLE PAYMENTS.** If the Seller accepts non-refundable payment(s) from a prospective Tenant through a lease contract and said Tenant does not complete the rental of the Property, such non-refundable payment(s) shall be distributed equally between the Seller and the Agency up to the Referral Fee amount the Agency would have collected if the Property had leased under the agreed upon terms. If the Property is leased afterward to the same or different Tenant, the Agency shall be entitled to a Referral Fee less payments received under this Section.

**12. FAIR HOUSING.** The Agency is committed to compliance with all laws as well as the philosophy of fair housing for all people. The Agency will present the Property to all prospective Tenants in compliance with local, State, and Federal Fair Housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children, or other prohibited factors.

**13. OWNERSHIP.** The Seller warrants and acknowledges to be the owner of the Property and that no other individuals or entities have title. The Seller has the authority as owner to execute this Agreement and lease the Property.

**14. MULTIPLE LISTING SERVICE (MLS).** Due to rules administered by the local Multiple Listing Service ("MLS"), all details of any transaction that are procured by the Agency may



be used for publication in the MLS. Seller hereby consents to such publication on an unrestricted basis whereas the Agency must comply with all applicable MLS rules to allow data about the Property to be shown and made available by the MLS in addition to other internet websites. MLS rules generally provide that any property entered into its database be updated within forty-eight (48) hours, or some other period of time, after all necessary signatures have been obtained in regard to the Property. The Seller has the right to prohibit any and all publication of information in regard to a transfer of the Property. In order to exercise this right, the Seller is required to authorize a separate addendum provided by the Agency and attach to this Agreement.

**15. SELLER ACKNOWLEDGMENTS.** The Seller represents, warrants, and guarantees that the Seller has complete authority to lease and convey the Property. The Seller has personally reviewed this Agreement, including any Property Disclosure Statement, and any other addendums, exhibits, or attachments relating to the description and physical condition of the Property were provided by the Seller and are accurate and complete to the best of the Seller's knowledge.

a. **Other Acknowledgments.** The Seller acknowledges, unless otherwise stated in this Agreement or other written statement, that the Seller is unaware of the following:

- i. Any type of default that has been recorded against the Property;
- ii. Any type of financial delinquency which used the Property as security;
- iii. Any type of bankruptcy or insolvency involving the Seller or affecting the Property; and
- iv. Any type of mediation, arbitration, litigation, or any proceeding where an institution, public or private, has action pending against the Property which includes the Seller's ability to lease the Property.

The Seller agrees to notify the Agency immediately if any of the aforementioned issues should arise during the Listing Period.

**16. BROKER'S DUTIES.** The Broker agrees to exercise all reasonable efforts while providing a fiduciary duty to act in the best interests of the Seller. The Broker shall market the Property to the best of their abilities in order to achieve the highest Rental Price feasible for the Seller. The Broker shall make all attempts to transfer the Property to a qualified Tenant and shall follow-up with every effort to ensure such result is to the benefit of the Seller.

**17. SELLER'S DUTIES.** The Seller agrees to make a reasonable effort to accommodate the Broker, including, but not limited to, open houses, showings, Tenant appointments, inspections, and any other requests regarding the use of the Property. When receiving offers, the Seller agrees, in good faith, to consider all proposals, letters, or similar contracts presented by the Broker. The Seller shall be the only party responsible for determining the Rental Price of the Property.

**18. INDEMNIFICATION.** The Seller agrees to indemnify the Agency and hold harmless from any and all claims, which may lead to a dispute, due to any false information provided. Such indemnification shall include the Seller's reimbursement to the Agency for any attorneys' fees arising from any dispute brought against the Agency.

**19. DEPOSIT MONEY.** The Agency will not handle Tenant's funds. The Agency will not accept

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or hold on the Seller's behalf, deposits or payments made on behalf of a prospective Tenant. In the event of a disagreement by either the Tenant or the Seller with regard to the Deposit Money, the Agency shall be held harmless.

**20. PROPERTY DISCLOSURE STATEMENT.** In accordance with Arizona law, it is required that the Seller complete the Property Disclosure Statement to the best of their ability and provide true, factual, and accurate information. If required, the Agency shall be required to disclose any information provided in the Property Disclosure Statement to any prospective Tenant or their agent including facts that may materially affect the Property.

- a. **Property Condition.** The Seller hereby authorizes the Agency and all cooperating licensees to disclose to a prospective Tenant, to the extent as required by law, any defects known to them, latent or otherwise. The Seller acknowledges that licensees do not have the responsibility to discover latent defects on the Property or to advise on matters outside the scope of their licenses.

**21. INSURANCE.** The Seller agrees to maintain hazard or other insurance, current as of the Effective Date, during the course of this Agreement until the Property is rented.

**22. OTHER CLIENTS.** The Seller acknowledges that the Broker may or may not have other clients with similar property characteristics as the Seller. Broker shall not favor any client's property over the Seller's Property for any reason.

**23. BINDING EFFECT.** This Agreement shall be binding upon the Seller's successors, assigns, heirs, and beneficiaries.

**24. DISPUTE RESOLUTION.** Any dispute arising from this Agreement shall be required to be resolved by binding arbitration of the Parties hereto. If the Parties cannot agree on an arbitrator, each party shall select one arbitrator, and both arbitrators shall select a third (3<sup>rd</sup>) to handle the dispute. The arbitration shall be governed by the rules of the American Arbitration Association in full force and effect.

**25. GOVERNING LAW.** This Agreement shall be governed under the laws located in the State of Arizona.

**26. SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**27. ADDITIONAL TERMS AND CONDITIONS.**

**28. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Seller and the Agency and supersedes all prior discussions, negotiations, and agreements

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between the Parties whether oral or written. Any understanding, agreement, or promise not specified herein, whether expressed or implied, shall bind neither the Seller nor the Agency. This Agreement is intended to be the legal and binding agreement of the Seller and the Broker. The Parties acknowledge receipt of a signed copy of this Agreement.

**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name:

**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name:

**Broker's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name:

Agency: \_\_\_\_\_