RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE

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

Landlord: _____

Address: _____
City, State, Zip: _____
Phone: _____
E-Mail: _____

Broker: **Keller Williams Realty**

Address: **P.O. Box 1488**
City, State, Zip: **Dripping Springs, TX 78620**
Phone: **(512)328-3588** **(512)894-2093**
E-Mail: **derickson@kw.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: _____.

D. Owners' Association: The Property ☐ is or ☐ is not subject to mandatory membership in a property owners' association.

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 _____ months and not more than _____ 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: Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.
(Complete either 5A or 5B only)

A. Broker's Fee (with compensation for other broker):

This Paragraph 5A includes payment of compensation to the other broker working with a tenant. ***Complete both (1) and (2)***

(1) When Earned and Payable, Landlord will pay Broker *(insert total amount for Broker and other broker)*:

[X] (a) 100.000 % of one full month's rent to be paid under a lease of the Property.

[ ] (b) _____ % of all rents to be paid under a lease of the Property.

[ ] (c) _____ .

If Broker does not pay the other broker that procures a tenant as specified in Paragraph 5A(2), Broker's Fee in this Paragraph 5A(1) will be reduced by any amount not paid to the other broker.

(2) If the other broker procures a tenant that leases the Property, Landlord authorizes Broker to pay and Broker will pay the other broker the following fees from the amounts specified in 5A(1): *(complete only one)*

[X] 30.000 % of one month's rent to be paid under a lease

[ ] _____ % of all rents to be paid under a lease

[ ] A flat fee of $ _____ .

(3) Landlord authorizes Broker to publicly disclose compensation for the other broker as specified in 5A(2).

(4) Broker will retain amounts specified in 5A(1) as Broker's Fee if there is no other broker that procures the tenant, including, but not limited to, transactions where Broker represents both Landlord and tenant (intermediary) or tenant is unrepresented. Amounts specified in 5A(2) will be applied towards any fees a tenant has agreed to pay Broker as specified in a separate written representation agreement.

B. Broker's Fee (without compensation for other broker):

(1) When Earned and Payable, Landlord will pay Broker *(insert amount to be paid to Broker only)*:

[X] (a) 100.000 % of one full month's rent to be paid under a lease of the Property.

[ ] (b) _____ % of all rents to be paid under a lease of the Property.

[ ] (c) _____ .

C. 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 lease term stated in Paragraph 3 or at any other price or lease term acceptable to Landlord; or
(3) Landlord breaches this Listing.

D. 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.

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E. 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 5E(1) survives termination of this Listing.

[X] (a) 25.000 % 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) _____ .

(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:

[X] (i) 3.000 % of the sales price.

[ ] (ii) _____ .

(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 5E(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 5E(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: _____
_____.

F. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 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 the Term of 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 5F survives termination of this Listing. This Paragraph 5F 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 Texas 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.

G. County: All amounts payable to Broker are to be paid in cash in Travis _____
_____ County, Texas.

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6. LISTING SERVICES:

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

[X] (1) Broker will file this Listing with one or more MLS according to the following: *(Check only one box.)*

[ ] (a) Broker will file this Listing with one or more 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 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), 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.

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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: _____ .

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 [X] is or [ ] 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 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. RESERVED

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

[X] 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.

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☐ 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. If box 6A(1) is checked, 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

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(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: *(select one)*

☐ (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 otherwise limits Broker's discretion, 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.

F. Broker acknowledges that when accessing consumer reports to make tenant decisions, Broker must strictly comply with the federal Fair Credit Reporting Act (FCRA).

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 of 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;

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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 the 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 5 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.

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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:

- [X] A. Information About Brokerage Services;
- [X] B. Addendum Regarding Rental Flood Disclosure;
- [ ] C. Addendum Regarding Lead-Based Paint (required if Property was built before 1978);
- [ ] D. Request for Information from an Owners' Association;
- [ ] E. Information about Special Flood Hazard Areas;
- [ ] F. Condominium Addendum to Listing;
- [ ] G. Keybox Authorization by Tenant;
- [ ] H. Information about On-Site Sewer Facility;
- [ ] I. IRS Forms (W-9 or W-8);
- [ ] J. Owner's Authorization Concerning Unescorted Access to Property;
- [ ] K. General Information for Landlord Regarding Assistance Animals;
- [ ] L. _____ .

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: [X] (a) $ **80.00** ; [ ] (b) _____ % of one month's rent.
(2) Additional Late Charges: $ **15.00** per day thereafter.

C. Animals: [ ] not permitted or [X] permitted with the following restrictions *(size, weight, number, type):* **Negotiable**

(1) If an animal is permitted, Landlord requires the tenant to sign an animal agreement and requires:

- [X] (a) an animal deposit of $ **300.00** in addition to the security deposit.
- [ ] (b) the monthly rent to be increased by $ _____ .
- [ ] (c) a one-time, non-refundable payment of $ _____ .

(2) Animal violation charges (whether animal is permitted or not permitted): (a) an initial charge of $ **50.00** ; and (b) $ **15.00** per day thereafter.

Notice: Broker is not authorized to refuse a valid request for a reasonable accommodation for an assistance animal and may not charge any animal fee or animal deposit for the assistance animal. Please see form TXR 2226 *General Information for Landlord Regarding Assistance Animals* for more information.

D. Security Deposit: $ **One Month's Rent**

E. Utilities: All utilities to be paid by Tenant except: _____

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F. Guests: Number of days guests permitted on Property: **14**

G. Vehicles: Number of vehicles permitted on Property: **2**

H. Trip Charge: $ **65.00**

I. Keybox: Authorized during last **30** days of lease; Early Withdrawal Fee $ **One Month's Rent**

J. Inventory and Condition Form: To be delivered within **5** 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: **(512)328-3588**
Appliances or items that will not be repaired: _____

N. Insurance: Tenant must obtain and maintain liability insurance of not less than $ _____.

O. Replacement Tenant Fees:
(1) If procured by tenant: ☐ (i) $ _____ ; or ☒ (ii) **100.000** % of one month's rent.
(2) If procured by landlord: ☐ (i) $ _____ ; or ☒ (ii) **100.000** % of one month's rent.

P. Special Provisions: _____

Q. 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. 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).

Keller Williams Realty, 1801 S Mopac Expwy #100 Austin TX 78746 Phone: 512-328-3588 Fax: 512-894-2093 None
Dean Erickson
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B. Broker advises Landlord to review the information Broker submits to an MLS or other listing service.

C. Broker advises Landlord to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.

D. 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.

E. 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.

F. Residential service contracts are available from licensed residential service companies. A residential service contract may provide for the repair or replacement of some appliances or electrical, plumbing, heating, or cooling systems. Exclusions and deductibles apply.

G. The Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. The Property Code also requires smoke alarms in certain locations. The Property Code requires Landlord to rekey the security devices and to test the smoke alarms each time a new tenant occupies the Property.

H. If the Property was built before 1978, Federal law requires the Landlord (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.

I. Broker advises Landlord to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.

J. <u>Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.</u>

Keller Williams Realty **9010968**	
Broker's Printed Name License No.	Landlord's Printed Name
☐ Broker's Signature Date	Landlord's Signature Date
☒ Broker's Associate's Signature, as an authorized agent of Broker	
Dean Erickson **456714**	
Broker's Associate's Printed Name, if applicable License No.	Landlord's Printed Name
	Landlord's Signature Date

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