

LISTING AGREEMENT- Upon Return Listing Will Go Live to Website

Broker: RentNoho.com PO Box 844, Northampton, MA 01061

Property: _____ Rent-\$ _____

Consideration: In consideration of the promises set forth herein, The Landlord gives to Broker the exclusive right to rent the above named property for a rental fee paid by tenant of 60% of the first full month's rate, without deduction for any set-off, deduction, promotion or incentive given to Tenant to induce Tenant to rent the premises.

Term: This exclusive right to rent the above premises shall begin on _____, and runs for a period of 60 days from that date.

Broker Agreement: In consideration of the above Agreement, Broker shall list the property within its rental listings and shall take all reasonable and appropriate steps to procure a Tenant for the rental premises. All costs for advertising the rental premises in newspapers, on-line listing services, or other outside publications plus 60% of advertised rent shall be paid by the Landlord to the Broker if Landlord rents the unit without involving said Broker or sells unit during agreement term.

Brokerage fee: Said fee shall be payable upon the finding of a ready, willing, able and available Tenant whose references meet the reasonable and appropriate standard of a Tenant for said property. Landlord shall have the right to have input into said criteria, provided that the Landlord does not request or require criteria that constitutes illegal discrimination or violates any other applicable law.

Landlord Agreement: Landlord agrees to current listing details; make the premises available, as is reasonably within landlord's authority and ability to show the premises to prospective Tenants. Furthermore, Landlord shall insure and warranty that the premises meets all codes, including the State Sanitary and Building Codes for a rental premises. Landlord shall hold Broker harmless and indemnify Broker for any claim brought against Broker for the failure of the premises to meet any Federal State or Local law, code, ordinance or by-law. INITIAL _____

Non-Discrimination: Landlord acknowledges that the Broker shall not discriminate on the basis of race, color, religion, natural origin, gender, marital or family status, children, sexual orientation, disability, or receipt of government subsidy, or any other protected class, or deny equal treatment for anyone seeking a rental property unless allowed to under law. The Broker and Landlord shall comply with all the Fair Housing Laws, American with Disabilities Act and M.G.L.c. 151B. However, Landlord specifically agrees to indemnify, defend and hold harmless the Broker against any claim of discrimination, unless said claim is based on the Broker's alleged intentional malicious and direct conduct of an act of discrimination, not at the direction of the Landlord. Any claims not based on an alleged direct verbal statement of a malicious and derogatory nature to a member of a protected class as a result of their membership in said protected class, shall require Landlord to indemnify, defend and hold harmless Broker from said claim. Broker shall reasonably cooperate with the defense of said claim.

Representations: The Landlord represents that he/she/it is the owner or authorized entity to rent the above property. The Landlord further authorizes the Broker to act as its agent in the rental of said property. Receipt of a copy of this Agreement is hereby acknowledged.

Requested Authorizations:

Landlord authorizes a sign on property YES NO

Landlord authorized use of lock box YES NO

Signed as an instrument under seal, and as my free act and deed this _____ day of _____.

Landlord

Broker-Sharon Heston